

**2015-2018**

**AGREEMENT**

by and between

**PROVIDENCE ALASKA MEDICAL  
CENTER**

and

**ALASKA NURSES ASSOCIATION**

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This Agreement is made and entered into by and between Providence Alaska Medical Center (hereinafter referred to as the “Employer” or “Medical Center”) and Alaska Nurses Association (hereinafter referred to as the “Association”).

## **PREAMBLE**

The purpose of this Agreement is to promote the mutual objective of providing quality patient care through stable employment relations and to set forth the understanding reached between the parties with respect to wages, hours of work and other terms and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

**1.1** The Employer recognizes the Association as the exclusive bargaining representative for registered nurses (“nurses”) employed at its Anchorage, Alaska facility, in the unit as initially certified by the National Labor Relations Board in Case No. 19-RC-12866 and as it may be clarified by any subsequent NLRB rulings; or as mutually agreed by the parties, excluding all other employees.

**1.2** The bargaining unit shall also include, but is not limited to, trauma analysts, telephone triage nurses, education coordinators (RNs), Safe Kids coordinator, quality improvement CV data collection nurses, and case managers.

**1.3** Registered Nurse positions at the Providence Imaging Center and Clinical Effectiveness RNs will not be included in the Bargaining Unit effective May 1, 2006.

**1.4.** The Employer shall provide the Association with written notification of all added, deleted, or changed positions which would affect the status of the position/nurse in the bargaining unit, inclusion or exclusion. Notice shall be given within 14 calendar days of making the change or in advance where practical.

## **ARTICLE 2 – ASSOCIATION MEMBERSHIP AND REPRESENTATION**

**2.1 Membership.** Any nurse employed by the Medical Center may join the Alaska Nurses Association (AaNA) and/or pay a representation fee for contract maintenance. Membership shall be voluntary. The Association and the Medical Center shall not discriminate against any nurse due to membership or non-membership in the Association.

**2.1.1 Representation Fees.** A nurse who chooses not to become a member of the Association shall pay to the Association a representation fee established by the Association in accordance with law. Payment to the Association of the representation fee is a condition of employment.

**a.** Currently employed nurses who do not pay representation fees as of the date of ratification of this agreement shall be grandfathered and shall not be required to pay such fees during the term of their continuous employment with the Medical Center. Should such a nurse leave the employ of the Medical Center and be re-employed at a later time, such a nurse shall be required to pay a representation fee under this agreement.

- b. Any nurse paying representation fees **prior to May 1, 2006** shall continue to pay such representation fees during the term of their employment.
- c. Any nurse who is employed following the ratification of this agreement shall be required to authorize the payment of such fees by the 31<sup>st</sup> day of employment.
- d. The Association shall notify the Medical Center of the amount of the representation fee on an annual basis.

**2.1.2 Authorization for Payroll Deduction.** All employees may voluntarily execute an authorization form authorizing the Medical Center to deduct the funds referenced in 2.1.1 above from wages and forward them to the Association on behalf of the employee.

**2.1.3 Termination.** Except as provided in Section 2.1.1.a, it is a condition of employment that all nurses employed by the Medical Center whose positions are covered by the terms of this agreement shall pay to the Association the representation fees. Nurses failing to do so by the 31<sup>st</sup> day after ratification of this agreement or the 31<sup>st</sup> day of employment shall be terminated by the Medical Center 30 days following receipt of written notice from the Association.

**2.1.4 Withdrawal from Membership.** Nurses may voluntarily withdraw their membership in the Association at any time. Upon resignation or withdrawal from the Association, the nurse shall continue to pay his or her representation fees.

**2.1.5 Religious Objection.** Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. Such a nurse shall, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and the Medical Center. Any nurse exercising their right of religious objection must provide the Association with a receipt of payment to an appropriate charity on a monthly basis.

**2.1.6 Indemnification.** The Association agrees to defend, indemnify and hold the Medical Center, its officers, agents, and employees harmless from liability of any nature relating to their compliance with any provisions of Section 2.1.

**2.2 Dues Deduction.** During the term of this Agreement, the Employer shall each pay period deduct dues from the pay of each member of the bargaining unit who voluntarily executes a wage assignment authorization form. Such dues shall be transmitted electronically in Access format by the Medical Center to the Association following each pay period. Upon issuance and transmission of a check to the Association, the Employer's responsibility shall cease with respect to such deductions. The Association and each nurse authorizing the assignment of wages for the payment of Association dues hereby undertakes to indemnify and hold the Medical Center harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

The Employer agrees to discontinue deduction of bargaining unit assessment fees for each nurse who reaches the Association-established annual cap, and further agrees to reinstate deduction of these fees with the first full pay period of the following calendar year.

**2.3 Rosters.** Within thirty (30) days after the execution of this Agreement and monthly thereafter, the Medical Center shall provide the Association and the local unit president with a roster of nurses in the bargaining unit. The list shall include names, addresses, phone numbers, FTE status, assigned unit, job classification, date of hire and wage of each nurse in the bargaining unit.

By the 10th day of each month, the Medical Center shall provide to the Association when a nurse covered by this agreement:

- is newly hired, or
- is terminated.

**2.4 Employment Agreement.** The Employer will give a copy of this Agreement and the nurse's job description to each nurse during the hiring/orientation process. The Association and Employer shall share equally in the cost of printing of this Agreement.

At the conclusion of each Medical Center new hire orientation program, after all non-RN employees have been released, the Employer shall provide time for the Association president or his/her employee designee to introduce the Association and this Agreement to newly hired and transfer nurses. This shall be unpaid time for the Association spokesperson and attendance by the newly hired nurses shall be voluntary. The Association will be notified of the time and place of each orientation program at least two weeks in advance of the session.

**2.5 Association Representatives.** Duly authorized staff members of the Association may have access to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Association Representatives shall not have access to employee lounges, nursing units or any other patient care areas without prior written approval of the Assistant Administrator, Human Resources or designee. Such visits shall be subject to general rules applicable to other non-employees and shall not interfere with or disturb nurses or other employees in the performance of their work during working hours and shall not interfere with patient care or the normal operations of the Medical Center.

**2.6 Local Unit Officers.** The Association shall select a local unit president and other local unit officers from among nurses in the bargaining unit consistent with Association bylaws and procedures. The local unit officers shall not be recognized by the Employer until the Association has given the Employer written notice of the selections and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of grievances and the conduct of other Association business shall occur only during nonworking times, to include breaks and mealtimes, and shall not interfere with the work of other employees.

**2.7 Bulletin Boards.** The Association will be permitted to post announcements and notifications of professional and Association activities on Association letterhead, signed by a local unit officer, on bulletin boards, no smaller than 2 ft. by 3 ft., designated by the Employer for the exclusive use of the Association. Within thirty (30) days of ratification, a Human Resource representative and a designated Association representative will tour the nursing units to ascertain where the bulletin boards are currently located. The parties agree to enter into good faith discussions to collaboratively identify alternatives for Association designated bulletin boards. Once the walk through and discussions are completed, the parties will create a list of the union bulletin boards, which will be signed by both parties and become an addendum to this Agreement. In the event of a department remodel, creation or reorganization both parties will enter into good faith discussions to collaboratively identify bulletin board placement. The new location will be updated on the list of union bulletin boards, signed by both parties and added to the addendum of this agreement. A copy of the material to be posted will be provided to the Assistant Administrator, Human Resources or designee. The Association agrees to limit the posting of Association materials to the designated bulletin boards. The Association will be permitted to use the physical mailboxes for bargaining unit members for written notices of educational sessions/conferences related to clinical practice, and notice of meetings of the Association. The parties agree that the Association will not use Medical Center mailboxes for any fundraising purpose or for any political purpose/communication.

**2.8 Negotiations.** Nurses who are designated by the Association as one of up to eight “core members” of the Association’s negotiating team will be allowed unpaid released time to attend negotiation sessions. For negotiation sessions scheduled more than ten days (10) in advance, nurses so designated should notify his or her manager who will release the nurse for negotiations. For negotiation sessions schedule ten (10) days or less in advance, nurses so designated must make arrangements to cover their shifts. Employees may elect to use vacation to cover absences from work to attend negotiations, provided the use of vacation does not create an overtime condition.

Additional nurses who are invited to attend negotiations should make such a request to their respective nurse managers. The nurse managers will work to release the nurse, if the request is made before the schedule is made. For requests after the schedule is made, the nurse must make arrangements to cover his/her shift without causing the Medical Center to incur overtime.

**2.9 Meeting Rooms.** Subject to Medical Center policy, the Association will be permitted to use Medical Center meeting rooms for educational and business purposes provided space is available.

**2.10 Unpaid Release Time.** At the request of the Association, the Medical Center will permit nurses to be released from work (up to a total for all nurses of 300 hours per year) to conduct Association business related to contract administration and related matters, such as processing grievances (including at arbitration) and attendance at meetings. Nurses in this status may choose to be unpaid or to use PTO.

**2.11 Successors and Assigns.** Should employees covered by this Agreement at any time choose a bargaining agent other than the Alaska Nurses Association, Section 2.1 shall become null and void.

Other than provided above, this Agreement shall be binding upon the successors and assigns of the parties. No provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by consolidation, merger, change of ownership or management of either party. This Agreement shall not be affected by any geographical relocation of the place of business of either party.

### ARTICLE 3 - DEFINITIONS

**3.1 Nurse Resident.** A nurse resident is a newly graduated registered nurse who is assigned under the close and direct supervision of a designated preceptor and shall have limited responsibilities as defined by the supervisor. At the completion of the resident program, the preceptor and/or supervisor and department manager will evaluate the nurse intern. The department manager will determine if additional training or supervision up to ninety (90) calendar days is necessary, based on input from the preceptor and/or program coordinator. A nurse intern shall not be given independent patient care assignment prior to completion of his/her internship in each particular unit, unless his/her preceptor/resource RN is available who is not in charge. After receiving a successful evaluation, the nurse intern will be considered a staff nurse. If a nurse intern does not successfully complete the program (including any extension thereof), the nurse may be terminated.

**3.2 Nurse Residency Program.** Help facilitate the transition from nursing school into a range of practice environments, foster better patient outcomes, retain new graduates, and improve professional satisfaction. They are planned, comprehensive programs through which registered nurses who are newly graduated, can acquire the knowledge, skills, and professional behaviors to deliver safe, high-quality care that meets defined (organizational or professional society) standards of practice. Nurse Residencies encompass organizational orientation, preceptor led practice-based experience, and supplemental activities to promote nursing skills and competencies.

**3.3 Nurse Fellow.** An experienced nurse in a new clinical specialty that requires mastery of new clinical skills.

**3.4 Nurse Fellowship Program.** For experienced nurses to master new clinical settings. RN Fellowship programs help facilitate the transition from one nursing specialty to another and for experienced nurses to master new clinical settings into a range of practice environments, foster better patient outcomes, retain nurses in practice, and improve professional satisfaction. Nurse fellowships are planned, comprehensive program through which currently licensed registered nurses with 12 to 18 months or more experience can acquire the knowledge, skills, and professional behaviors to deliver safe, high-quality care that meets defined (organizational or professional society) standards of practice; must include preceptor led practice-based experience and supplemental activities to promote nursing professional development.

**3.5 Orientee.** A staff nurse who is new to the Medical Center or an experienced nurse who is transferred to fill an opening on a like unit. The orientee will be assigned to work with a designated orientor and shall have additional responsibilities as defined by the supervisor. The department manager, with input from the orientor and Clinical Nurse Specialist and/or Educator, will determine if additional training or supervision, up to 90 calendar days, is necessary. An orientee shall not be given an independent patient care assignment prior to completion of his/her orientation unless a resource RN is available.

**3.6 Orienter.** It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process. These orientation responsibilities (to be distinguished from preceptor responsibilities) will include such things as providing informational assistance, support and guidance to new nurses.

**3.7 Nursing Orientation.** Introduces the nurse to the practice of nursing in the organization. Typically it includes: the philosophy, mission, values and culture of their new organization. Nursing orientation introduces newly hired nurses at all levels to the organization's technology/equipment, health records and information systems including a review of guidelines/procedures/protocols, as well as a review of common tasks or skills requiring proficiencies/competency.

**3.8 Staff Nurse.** A registered nurse who is responsible for the direct or indirect nursing care of the patient.

**3.9 Charge Nurse.** A registered nurse who is assigned the responsibility for a patient care unit and who functions within specific written guidelines. Nurses assigned charge responsibilities will have these additional responsibilities determined on a shift-to-shift basis when developing their patient care assignment. Charge nurses will not be consistently expected to carry a full patient care assignment. Charge nurse 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 charge assignment. The nurse must provide notice to his/her manager at least 14 days prior to the posting of the next schedule (as required by Article 6.5). The Medical Center, in collaboration with the members of the Conference Committee, will develop and follow a written process to identify who will be selected to serve as the charge nurse if there are no volunteers for the charge assignment for a shift on a unit.

**3.10 Team Leader.** A "team leader" is a registered nurse who has additional administrative responsibilities and who functions within a specific written job description.

**3.11 Preceptor.** A preceptor is a registered nurse with demonstrated competence in a specific area who serves as a teacher/coach, leader/influencer, facilitator, evaluator, socialization agent, protector and role model to develop and validate the competencies of another individual. Preceptors are selected by the Department Director/Manager and agrees to participate in the planning, organizing, teaching and evaluating the new skill development for nurse residents and nurse fellows. Preceptors must demonstrate clinical expertise in patient care, communication, leadership skills and interpersonal relationships, and be able to teach these skills in a close one-to-one relationship with the preceptee. The preceptor is responsible for specific criteria-based and goal-directed training for an identified period of time. Nursing Management will determine the need for preceptor assignments. The Employer will provide preceptor training. Nurses assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments. Preceptors will be assigned by their Department Director to a designated preceptee on a consistent basis. Preceptor assignments may be made for the orientation of experienced nurses at the discretion of the Department Director. Preceptor assignments will be rotated equitably among eligible and available nurses.

**3.12 Registry Nurse.** A registered nurse who is employed to work on an intermittent basis and during any period when additional work of any nature requires a temporarily augmented work force in the event of an emergency, and to backfill for a nurse absence. Registry nurses shall not accrue seniority.

Registry nurses shall submit a schedule of availability to the Department Manager or designee as is consistent with the manner and timeline of full and part time nurses. Units that are utilizing self-scheduling at time of ratification may continue to utilize their current practice of scheduling registry nurses. A minimum of three (3) shifts (4 shifts for nurses hired by the Medical Center after 5/1/12) of availability is expected each schedule and the Registry nurse's availability can be for one (1) day, evening or night shift. A Registry nurse is expected to participate in an equitable system used by the full and part time staff to schedule the summer (Memorial Day, Independence Day and Labor Day) and winter (Thanksgiving, Christmas, and New Year's Day) holidays. However, in no case shall a registry nurse be required to work more than one winter and one summer holiday as defined above.

A registry nurse must work a minimum of one (1) shift per schedule and a minimum of nine (9) shifts per quarter. If the nurse is not assigned a shift based on unit needs and the nurse's availability, it is the nurse's responsibility to pick up additional shifts. A nurse who does not work nine (9) shifts in any quarter will be subject to the disciplinary process, unless shifts are not available due to low census or the unit has no open shifts. The parties agree that Article 4.6.1 does not apply to registry nurses for purposes of this article.

In units where scheduled staffing is required on both weekend days, a minimum of 1 weekend shift of availability is required for every three shifts offered, rounding up to the next multiple of 3 to determine the weekend requirement. In units where scheduled staffing is required on only one weekend day, a minimum of 1 weekend shift of availability is required for every five shifts offered, rounding up to the next multiple of 5 to determine the weekend requirement. However, in no case shall a Registry nurse be required to work or offer availability for weekend shifts in excess of the limits stipulated in Article 6.11 of this agreement. Registry nurses who do not submit their minimum availability for any one (1) schedule will be assigned based on unit operational needs unless the unavailability is medically related or is approved by the Employer in advance, however the leave may not exceed the leave of absence benefits provided to non-registry nurses.

Mandatory education will be provided and paid for by the Employer at no cost to the Registry nurse. Attendance to mandatory training will not be considered as a day worked towards the nurse's minimum availability as set forth in Article 3.12. Registry nurses shall be scheduled to work only after all available full and part-time nurses have been scheduled. If the Registry nurse is not placed on the published schedule on a date identified as available, the nurse shall not be required to continue being available for that identified date.

**3.12.1 Registry Nurse On-Call.** In areas where regular staff are required to take mandatory call, Registry nurses must submit availability for at least one call shift for each schedule. In units where the registry nurses only submit availability for on-call shifts, they must adhere to the minimum submission as defined in Article 3.12.

**3.13 Probationary Nurse.** A registered nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment or completion of extended probation up to an additional ninety (90) calendar days, the nurse shall attain regular status. If probation is extended, the nurse will be provided with the reason for the extension and an improvement plan. During the probationary period, a nurse may be terminated without advance notice and without recourse to the grievance procedure.

**3.14 Regular Status.** Nurses who satisfactorily complete their probationary period hold regular status. The employment status of regular status nurses shall be determined as follows.

**3.14.1 Full-Time Status.** Nurses who are regularly scheduled to work on a continuing basis at least forty (40) hours per week or seventy-two (72) hours in a fourteen (14) day pay period and who have successfully completed the required probationary period.

**3.14.2 Part-Time Status.** Nurses who are regularly scheduled to work on a continuing basis less than forty (40) hours per week or less than seventy-two (72) hours in a fourteen (14) day period and who have successfully completed the required probationary period.

**3.15 Traveler/Contract Nurses.** Traveler/Contract and/or Agency nurses are not part of the collective bargaining unit, and the Association has no duty or right to represent a Traveler/Contract or Agency nurse. The Association does not negotiate their wages, benefits, and terms or conditions of employment.

The parties acknowledge and agree that the Medical Center is obligated under the provisions of this collective bargaining agreement and that no private contract (including with a Traveler/Contract and/or Agency nurse) relieves the Medical Center from complying with any contractual obligation in this collective bargaining agreement.

A temporary nurse on a special contract to fill a needed position within the Medical Center. During this contracted period, these nurses are not covered by the terms of this agreement except as specifically provided.

Nursing management will be responsible for determining the competency of traveler/contract nurses to perform nursing functions in the unit to which they are primarily assigned. Competency will be assessed using a variety of tools, including unit specific patient care scenarios developed with input from unit staff.

As a normal circumstance, a traveler/contract nurse shall not be extended a contract beyond twelve (12) consecutive months duration nor may such contract be renewed without a break in service of at least six (6) consecutive months. However, should a nurse's services be required beyond twelve (12) months in service, or with less than a six (6) months break, he/she shall be encouraged to apply for an open, posted position and, if hired, shall be covered fully under the terms of this Agreement.



## ARTICLE 4 - EMPLOYMENT PRACTICES

**4.1 Notice of Resignation.** Normally, a nurse shall be required to give fourteen (14) calendar days written notice of resignation. This fourteen (14) day notice requirement does not include vacation and/or sick days unless related to medical or immediate family death purposes. Failure to give proper notice could result in a loss of accrued benefits. The Employer will give consideration to circumstances that would make such notice by the nurse impossible.

**4.2 Personnel File.** Personnel records will be maintained for each nurse. Information contained in the personnel record will, in accordance with Human Resources policy, be kept confidential, and will include but not be limited to: employment application and supporting materials, transfer applications and supporting documentation, performance appraisals, benefit information, licensure and training records, letters of commendation and recognition, payroll information and records of disciplinary action. By appointment, nurses may review their personnel records. A Human Resources representative will be in attendance. Documentation regarding rate of pay, unit, shift, hours of work, reason for termination, change in employment status and leaves of absence shall be in writing with a copy provided to the nurse. Upon request, a nurse will be given a copy of any material in the nurse's personnel file at the Medical Center's current published charge rate.

**4.3 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. Interim evaluations may be conducted as needed. Effective January 2016 evaluations will be conducted using a focal date. The evaluation is a tool for assessing the professional skills and competencies of the nurse and for improving and recognizing the nurse's performance, with an emphasis on development areas. The nurse will be given a copy of the evaluation at that time. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide written response to the evaluation which shall be retained with the evaluation in the nurses personnel records. Peer and self-evaluation, in addition to supervisory evaluation, may be utilized on a unit-by-unit basis at the discretion of the Employer, with input from the nursing staff. Work time will be provided for self-evaluations and peer-review evaluations that are required by the Employer.

No patient complaint or other complaint (including but not limited to Press Ganey remarks or scores) shall be referenced in a nurse's evaluation or placed in his/her personnel file unless the nurse has been given the opportunity to review the complaint and been given a copy of any document to be placed in the nurse's file. The nurse and the Association will be provided the opportunity to thoroughly investigate and respond to the issues referenced.

**4.4 Floating.** The Employer 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 nursing unit to which such nurse is assigned.

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.

Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit 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 immediate supervisor, if available. If the issue is still not resolved the nurse should contact the shift coordinator. 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.

The Employer will not assign a float nurse to a charge nurse position, unless that nurse has been oriented to that specific unit as a charge nurse.

**4.4.1** Subject to patient care and safety considerations, the Employer and the Association further agree that:

- a. floating assignments shall be equitably rotated on each unit with the order of rotation based on inverse seniority;
- b. nurses placed on-call shall normally be on-call for their care set only;
- c. once a staff nurse successfully completes orientation, that nurse shall be included in the float rotation for that unit; and
- d. while a nurse is on orientation they may float in rotation with their preceptor

**4.4.2 Floating Rotation.** The Medical Center agrees to orient Float Pool Nurses to help cover the needs of each care set.

If the Float Pool cannot fulfill a staffing request on a given unit and there is a need to float an available nurse from one unit to another to meet patient care needs, the medical Center will float in the following order, based on their care set and unit competency criteria:

- a. Volunteers,
- b. Agency nurses/contracted nurses/traveler nurses,
- c. The remaining staff including preceptors shall be rotated on an equitable basis according to who last had been floated to another unit, beginning with the least senior nurse.

**4.4.3 Care Sets.** Volunteers will be sought first when floating is necessary. Subject to patient care considerations, the remaining staff will be rotated on an equitable basis. Floating assignments will normally be confined to designated care sets or to areas where the nurse has been adequately cross trained.

For the purposes of this Agreement, Care Sets are defined as:

<b>Care Set A</b>	ICU/CTICU, CICU, EICU*, ED
<b>Care Set B</b>	RCU, PCU/IMCU, CICU, ICU/CTICU*
<b>Care Set C</b>	CV-OBS*, Radiology
<b>Care Set D</b>	MB/P Unit, L&D/PTC/PES
<b>Care Set E</b>	NICU, PEDS, PICU, wherever Peds/PICU patients are receiving care such as Peds Infusion and Radiology
<b>Care Set F</b>	3-West, 4-North, 5-North, 5 West Rehab, 5 West Acute, PCU/IMCU*, RCU*, Adult Mental Health Unit**
<b>Care Set G</b>	ASU, Endoscopy*, Pain Services*, Pre-Operative Clinic, PACU*
<b>Care Set H</b>	Adolescent MH Unit, Adult Mental Health Unit, CRC, and Psychiatric ED
<b>Care Set I</b>	Restricted***: Cath Lab, Operating Room, Cardiopulmonary Rehab, Dialysis, In-Home Services, VAT, Infusion Center, Wound Care Services and Radiation Oncology

\* Indicates that department personnel only float out of current department, no floating into department.

\*\* These units can have nurses float in to provide basic nursing care, but will not be expected to provide specialty care (i.e. therapy sessions); nurses from these units will not be floated from their unit unless they have received specific cross-training from such assignment

\*\*\* These nurses shall not be floated from their unit unless they have received specific cross-training for such assignment.

**4.4.4 One-On-One Floating (Sitters).** A nurse who is floated out of his/her care set for one-on-one (sitter) assignments will be provided orientation to specific safety concerns for that particular patient/unit and is not responsible for total patient care.

**4.5 Overstaff.** Overstaff is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of overstaff, the Employer will first float nurses to meet staffing needs. If there is an overstaff condition on a unit, the Employer will overstaff in the following order, based on unit competency criteria, with input from the charge nurse and shift coordinator:

- a. Volunteers, with nurses working an extra shift above their FTE who volunteer being given a preference.
- b. Agency nurses/contracted nurses
- c. Travelers (if permitted under the contract between the Medical Center and the traveler's employer)
- d. Nurses working overtime (including Travelers in an overtime status)
- e. Nurses working an extra shift above their FTE

- f. Registry nurses who are working above their contractual commitment (up to the maximum required set forth in Article 3.12, per posted one month schedule).
- g. The remaining non-registry staff who have not reached their overstaff cap, rotated on an equitable basis, according to who last had an overstaff day, beginning with the least senior nurse. Travelers will be considered as regular staff for purposes of the equitable overstaff rotation.

**4.5.1** If two (2) or more nurses volunteer for overstaff at the same time, the overstaff shall be rotated based on who last received an overstaff.

**4.5.2** Nurses who are overstaffed may use accrued available vacation for the overstaff.

**4.5.3** **Overstaff Notification/Inconvenience Pay.** A nurse shall be notified a minimum of one and one-half (1½) hours in advance of each shift for which an overstaff is assigned. In the event such notice is not given and the nurse reports to work, the nurse will receive a minimum of two (2) hours' pay or actual time worked whichever is greater. The nurse may elect to use vacation for the remaining time that is overstaff. Should the Medical Center make a bona fide attempt to notify the nurse of a cancellation of shift but be unsuccessful in doing so, this pay provision shall not apply. It shall be the responsibility of the nurse to maintain a current telephone number listed with the nurse's respective department. Failure to do so shall excuse the Medical Center from the notification requirement provided herein.

**4.5.4** **Maximum Overstaff Hours.** No nurse shall be placed in overstaff status for more than eighty-four (84) hours in any calendar year. This maximum shall not include voluntary overstaff hours or where the nurse has been given a floating assignment. If the overstaff cap is reached, the nurse may be assigned to any work responsibilities within nursing services. This cap shall not apply to registry nurses.

**4.5.5** **Overstaff/On-Call.** Nurses who are overstaffed may be required to take mandatory call for the remainder of the nurse's overstaffed shift. The Employer will seek volunteers from those nurses who are overstaffed first and if there are no volunteers, call will be assigned through an equitable rotation.

**4.5.6** **Overstaff Interpretation and Application.**

- a. Overstaff means you are free for the remainder of the shift;
- b. Overstaff/on call for the entire shift, on call for the whole shift. If called in during the shift (at any time after placed on call, the nurse will be paid at time and one-half);
- c. Overstaff for a designated amount of hours.
  - i. Come in at the designated time as requested, regular pay;
  - ii. Overstaffed for the remainder of the shift, no hourly pay, but accrues benefit hours; and

- iii. Overstaff/on call for the remainder of the shift, if called in then time and one-half pay.
- d. The nurse works for part of a shift. If sent home as overstaff/on call and then called in, receives time and one-half;
- e. Placed on call for nurse's regularly scheduled shift and called in prior to the beginning of the shift, the entire shift is paid at time and one-half.

**4.6 Discipline and Discharge.** No full-time, part-time or registry nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline. A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. The nurse shall be afforded Association representation upon request prior to and during any meeting for which the nurse has a reasonable belief that discipline or other adverse consequences may result from what the nurse says during the meeting.

This includes the possibility of a bargaining unit member, in lieu of Association staff, attending a counseling session with the nurse at the nurse's request.

The manager will seek to schedule the meeting at a time mutually convenient to all parties. The Association agrees when representation is requested by the nurse it will be provided in a reasonable time, within 24 hours unless otherwise mutually agreed.

Under normal circumstances, if the performance of a nurse is determined by the nurse's manager to be deficient or behavior inappropriate, the manager will discuss the issue with the nurse. Documentation of the discussion and expectations of the manager may be prepared following the meeting. In this "first conference", the nurse will be encouraged to identify solutions to the deficient performance since they are in a better position to understand the causes.

If a problem with performance and/or behavior continues, the manager will normally schedule a "second conference" with the nurse. The manager and nurse will discuss possible causes for the continued performance deficiency and attempt to develop an understanding of why the solutions identified in the first conference did not produce the desired results. This conference will be documented together with expected outcomes and the consequences of failure to fully meet performance expectations.

If a problem with performance and/or behavior continues, the manager will meet with the nurse to discuss the issue(s). Following that discussion, the nurse will be given one day off (no deduction in pay), for the purpose of evaluating why the first two solutions did not work and what the nurse can do to assure performance expectations are met. At the end of the "decision making leave" the nurse will again meet with the manager to inform the manager of the nurse's decision to continue employment and fully meet the expectations of the position or to voluntarily submit their resignation.

If a problem with performance and/or behavior continues, termination of employment will normally occur.

In the case of a more serious performance or behavioral issue, the Employer may accelerate this process or pursue other remedies such as rehabilitation, family medical leave, Employee Assistance, fitness for duty or other options on a first occurrence basis. During the probationary period of a nurse, the manager may elect to shorten the length of this process when it becomes apparent to the manager there is a mismatch of the expectation of the position and performance to the new nurse.

**4.6.1 Absenteeism.** Nurses will not be disciplined simply for the use of their accrued sick leave. If a nurse has accrued sick leave, the nurse is entitled to use it as defined in Article 10.

The approach to managing absenteeism will be as follows:

Absent Occurrences In a Rolling Calendar Year	Step
Four (4)	Non-disciplinary notice
Six (6)	First Conference
Eight (8)	Job Jeopardy
Ten (10)	Disciplinary action, up to and including discharge as determined by the Hospital

One occurrence shall be defined as an unscheduled absence resulting in one or more consecutive shifts missed. When the nurse returns to work, the occurrence ends.

It is understood between management and the Association that inconsistencies in numeric absences may occur and discussions may be appropriate prior to corrective action being taken.

**4.6.1.1 Excused Absences.** Absences by a nurse who is able to work in units where the policy restricts him/her from working due to patient care concern, ie. an active cold sore, shall be considered an excused absence and shall not be subject to Article 4.6.1.

**4.6.2 Tardiness.** Tardiness is defined as not being at your work station, ready to work, at the start of the shift.

Tardy Occurrences In a Rolling Calendar Year	Step
Four (4)	Non-disciplinary notice
Six (6)	First Conference
Eight (8)	Job Jeopardy
Ten (10)	Disciplinary action, up to and including discharge as determined by the Hospital

**4.6.3 Grievable.** None of these steps preclude the Association from filing a grievance on behalf of a nurse who has been disciplined for absenteeism or tardiness. However, it is expected that only a small number of grievances will occur because all parties have been involved in the development of this process.

**4.7 Use of Alcohol or Other Drugs.** The Association acknowledges that the Medical Center and its nurses are required to comply with the Drug Free Workplace Act. The Association further acknowledges and supports the Human Resource Alcohol and Drug Free Workplace policy (R630.003) and agrees to its provisions. A nurse reporting for work under the influence of alcohol, drugs or intoxicants, or consuming alcohol, drugs or other intoxicants while on duty will be subject to disciplinary action which may include immediate termination of employment. This section shall not apply to the use of prescribed drugs providing such use does not adversely affect the nurse's job performance.

**4.8 Staffing and Safety.** Nurses who have concerns about staffing and/or safety are encouraged to address the issues directly with the nurse's supervisor (clinical manager or shift coordinator). Many staffing and safety issues, if addressed at the time of occurrence, can be resolved through adjustment in assignments or through use of other staffing resources such as nurses from the float pool, registry staff, staffing agencies or adjusted work schedules as appropriate. If the problem continues to occur, the problem should be documented by the nurse and/or a member of the Nurse Professional Practice Advisory Committee (NPPAC) and referred to the unit's Clinical Manager for review and recommendations. If the problem continues thereafter, the issue may be referred to the NPPAC. The NPPAC shall provide a response to the affected staff and the bargaining unit nurse representative.

**4.8.1 Changes in Staffing.** In the event of a major ongoing change in acuity levels, RN-patient ratios or skill mixes, the Medical Center shall first submit the intended changes to the Nurse Professional Practice Advisory Committee for review and recommendation at least twenty-one (21) days before implementation of any changes. The Committee will be convened within seventy-two (72) hours of notice to its members. This section shall not apply to temporary or day-to-day changes that are a normal condition in Medical Center operations.

**4.9 Electronic Tracking System.** The parties agree that data acquired by and preserved within any electronic tracking system shall not be the sole source of information used to impose discipline or evaluate any nurse.

**4.10 Non-Discrimination.** The Employer and the Association agree not to discriminate or condone harassment in any manner against any nurse for exercising any rights under this Agreement, including use of the grievance procedure or any other procedure mutually established for the purpose of facilitating conflict resolution, as and to the extent required by federal and state laws, by reason of race, color, religion, creed, sex, sexual orientation, national origin, age, marital status, or sensory, mental or physical handicap, subject to occupational requirements and ability to perform within those requirements.

**4.11 Sign-On Bonus Withholding.** In the event that a nurse's employment is voluntarily or involuntarily terminated prior to fulfilling the terms and conditions of the Sign-On Bonus agreement, the Medical Center may withhold the amount owed from the nurse's vacation payout in accordance with the agreement and Alaska State Law.

## **ARTICLE 5 - SENIORITY - LAYOFF**

**5.1 Seniority Defined.** Seniority shall mean a nurse's full-time or part-time continuous length of service as a registered nurse with the Employer from the most recent date of hire. Seniority shall not apply to a nurse until the completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Nurses outside the bargaining unit shall not use their seniority for job bidding or to displace (bump) a bargaining unit nurse out of a position during a layoff. After transferring into a bargaining unit position, non-bargaining unit RN's prior staff RN experience at PAMC shall apply subject to the provisions of Section 5.9.1.

**5.1.1 Benefit Accruals.** Length of service as a nurse of the Providence Health & Services shall be used to determine annual leave and benefit accruals.

**5.2 Layoff Procedure.** A layoff is a permanent or prolonged reduction in the number of nurses employed by the Medical Center resulting from a need for fewer nurses as determined by the Employer. Twenty-one (21) calendar days' advance notice of layoff will be given to the Association except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Upon request, the Association and the Employer will meet for the purpose of reviewing the layoff process. Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff on the units affected by the layoff. Agency/traveler nurses and probationary nurses on the affected unit will be the first to be released. Any nurse subject to actual layoff as a result of this process shall receive a final layoff notice of fourteen (14) calendar days (or pay in lieu thereof based on scheduled days of work).

**5.2.1 Unit Layoff.** If a unit layoff is determined by the Employer to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff. The nurse(s) designated for layoff on that shift may displace the position (FTE) of the least senior nurse on another shift on that unit, providing the nurse displaced on the other shift has less seniority. Any nurse subject to layoff will be given the opportunity to select another position from a listing of vacant positions within the Medical Center the nurse may elect voluntary layoff, or, if eligible, may displace the least senior nurse in a similar position for which they qualify from the Low Seniority Roster.



**5.3 Unit Merger and/or Restructure.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least fourteen (14) calendar days. Other vacant positions within the Medical Center will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list, which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff or select a position from a listing of vacant positions with the Medical Center or, if eligible, may displace the least senior nurse in a similar position from the Low Seniority Roster.

**5.4 Unit Closure.** If a unit is closed, a nurse may review the current vacant positions within the Medical Center. At the end of seven (7) days, nurses may take voluntary layoff or, in the order of their seniority, shall be allowed to select an open/available position or, if eligible, may displace the least senior nurse in a similar position for which they qualify from the Low Seniority Roster.

**5.5 Low Seniority Roster.** The "Low Seniority Roster" shall be a listing of nurses most recently hired into regular full-time and part-time positions by the Medical Center. The listing shall include unit, department, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. The Low Seniority Roster shall be provided, only in those instances where no similar (shift and FTE) vacant position exists for which the nurse is qualified. The Low Seniority Roster shall be a listing of the most recently hired employees in the bargaining unit consisting of a number equal to the number of positions (i.e. employees) subject to potential lay-off plus twenty-five (25) of the most recently hired nurses.

**5.5.1** The Low Seniority Roster is intended to provide eligible nurses with alternative employment opportunities in lieu of layoff, provided that the number of nurses to be oriented on any one work unit or shift at any given time is limited so as to not compromise total patient care. If there is a need to restrict the number of Low Seniority Roster nurses within a shift or work unit whose positions may be assumed as not to compromise patient care, the Employer, prior to making a final determination, will meet with the Association in a good faith effort to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit or shift, whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

**5.6 Orientation.** A nurse will be considered eligible for a vacant position or to select a position from the Low Seniority Roster, if in the Employer's opinion the nurse can become oriented to the vacant position or a position from the Low Seniority Roster within four (4) weeks based on unit competency criteria. If the nurse has not achieved a satisfactory level of performance in the judgment of the Employer within this four (4) week period, the nurse will be subject to layoff. During a layoff, if a nurse has previously floated to a unit or has taken a full patient assignment, the nurse will be considered qualified for orientation/training under this section.

**5.7 Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of twelve (12) months from the date of layoff. When vacancies occur, nurses will be reinstated in the reverse order of seniority. Acceptance of registry work while on layoff will not affect an employee's recall rights. Nurses not on layoff assigned to a specific unit will be given preference for transfer to an increased FTE on the same shift or to another shift on that unit over all other nurses on layoff except more senior nurses returning from layoff status to their previous unit. Subject to the above qualifications, a nurse on layoff shall be offered reinstatement to vacant positions on the employee's former unit prior to any nurses being newly hired or any housewide transfers to that unit after any appropriate internal transfers as described above have occurred.

**5.7.1 Notification to Employer.** Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Medical Center. These statements must be sent by certified mail or delivered in person to the Employer's Human Resources Department during the fifteen (15) calendar day period following each three (3) month period of layoff. If the nurse fails to meet the notification requirement by the specified date, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

**5.8 Severance Option.** As an alternative to the layoff provisions of this Agreement, any regular status nurse subject to layoff may elect to terminate with severance pay based on the following:

<u>Severance Pay</u>	<u>Years of Continuous Employment</u>
3 weeks	Less than 5 years
4 weeks	5 years or more

Severance pay will be based on the nurse's FTE status. Nurses who elect severance pay shall be eligible for reemployment but shall have no recall rights (5.7).

**5.9 Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same FTE) offered by the Employer while on layoff, after twelve (12) consecutive months of layoff, or failure to comply with specified recall procedures.

**5.9.1 Return to Work.** A nurse who voluntarily leaves the employ of the Medical Center, other than by layoff, who is eligible for rehire and is reemployed by the Medical Center within one hundred eighty (180) days of the nurse's date of resignation, shall have all seniority restored and shall be placed on the wage scale as though the nurse had been placed on layoff. A nurse who is rehired to the same or a comparable position more than one hundred eighty (180) days but less than one (1) year after resigning shall be placed on the wage schedule at the place the nurse would have occupied had the nurse not resigned. The nurse's anniversary date with the Medical Center shall be adjusted to reflect the intervening hiatus.

**5.10 Posting of Vacant Positions.** When a regular approved job opening occurs within the bargaining unit, seniority shall be the determining factor in filling such vacancy. The parties agree that a nurse who desires to change his/her shift *length* may do so without the new shift length being posted as a "job opening." Notwithstanding the prior sentence, a unit manager will make good faith reasonable effort to inform nurses on a unit if there are requests for shift length changes that are likely to be granted. Examples of good faith reasonable efforts include, but are not limited to, group emails to the nurses on the unit, posting on the unit bulletin board, and/or notice at staff meetings. If two or more applicants have the same seniority date, the choice between or among them will be determined by coin toss or other random selection. Nurses in the unit where the opening occurs will be given preference over nurses outside the unit regardless of seniority. Registry nurses will be given preference over applicants who are not nurses employed by the Medical Center for all regular positions. Notice of an approved position opening will be posted on the Job Opportunity Board for at least seven (7) calendar days. An opening shall not be filled until after the posting period is completed. The postings will be updated weekly. To be considered for an approved job opening, a nurse must indicate such interest to the Employer in writing through Human Resources. The Employer will provide an in-house transfer request system and related procedures. All transfers will be made within thirty (30) days of an offer being accepted by the nurse. If the nurse does not successfully complete the unit/department orientation period, the nurse will be returned to the nurse's prior position, if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be released from duty and will be provided with recall rights.

**5.11 Unit Position Postings.** Unit postings are only available to nurses in the unit where the posting occurs. Unit managers will make a good faith reasonable effort (i.e. group emails to all unit nurses, bulletin board postings, etc.) to inform the nurses on the unit of an internal posting for FTE or shift changes. Each position opening will be posted/open for at least seven (7) calendar days, only after which the position can be filled. To be considered for a unit only job posting a nurse must send an email indicating such interest to the individual designated on the posting. Bargaining unit seniority shall be the determining factor in filling such vacancies. If two or more applicants have the same seniority date, the choice between or among them will be determined by a coin toss or other random selection.

## ARTICLE 6 - HOURS OF WORK AND OVERTIME

**6.1 Normal Work Day.** A normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8½) consecutive hours, nine (9) hours' work to be completed within nine and one-half (9½) consecutive hours, ten (10) hours' work to be completed within ten and one-half (10½) consecutive hours or twelve (12) hours' work to be completed within twelve and one-half (12½) consecutive hours. The normal work day may include scheduled shifts of less than eight (8) hours in duration when determined to be necessary for a particular clinical service.

**6.2 Normal Work Period.** The normal work period shall consist of eighty (80) hours of work within a fourteen (14) day period or forty (40) hours of work in a seven (7) day work period.

**6.3 Innovative Scheduling.** An innovative schedule is defined as a work schedule that requires a change, modification or waiver of any provisions of this Agreement. Written innovative work schedules may be established by mutual agreement between the Medical Center and the nurse involved. Where innovative schedules are utilized, the Employer retains the right to revert back to a normal work schedule or the work schedule which was in effect immediately prior to the innovative schedule, after at least fourteen (14) days' advance notice to the nurse pursuant to Section 6.5. The nurse also retains the right to revert back to a normal schedule in the next posted schedule provided notice is given at least fifteen (15) calendar days before the posting of the schedule.

**6.3.1 Short Shifts.** The Medical Center may, in its discretion, choose to assign nurses shifts of less than eight (8) hours to supplement staffing. Such nurses may not have their shift(s) unilaterally extended by the Medical Center for more than one (1) hour. The parties agree that nurses who work such short shifts are not entitled to a meal break unless the nurse works at least seven (7) hours.

**6.4 Meal/Rest Period.** The Employer will continue the practice of seeking to provide nurses with meal and break periods as follows: Nurses who work a minimum of six (6) hours or more will be provided an unpaid meal period of one-half (1/2) hour during their shift. Nurses required by the Employer to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay. Nurses who work a minimum of four (4) hours will be provided a paid rest period of fifteen (15) minutes for each four (4) hours of work. Meal and rest periods cannot be combined, used to leave work early, or accumulated from one day to another.

**6.4.1** The parties agree that the scheduling of breaks and meal periods is best resolved by unit-based decisions, where the affected nurses are involved in creative and flexible approaches to the scheduling of breaks and meal periods. Therefore, notwithstanding the last sentence of the prior paragraph, a unit plan for nursing units with twelve-hours shifts may provide for the combination of one break with the meal period. Any such plan must (a) have input and agreement from the nurses on the unit in the development of the potential for combination of such break and meal period; (b) agreement of the manager of the unit on implementation; and (c) make clear the order in which the two period (meal and break) are to be taken. (Also see Memorandum of Agreement).

**6.4.2 Breastfeeding.** In recognition of Section 7 of the Fair Labor Standards Act (29 U.S.C.A. 207), the Medical Center will provide a room for nurses that are breastfeeding mothers, in which to pump that is reasonably accessible to the nurses on the unit. Within 30 days after the signing of this agreement, Medical Center and the Association will each designate a person to review rooms that are currently provided for breastfeeding. The parties agree to enter into good faith discussions to collaboratively identify breastfeeding rooms. In the event of a department remodel, creation or reorganization both parties will enter into good faith discussions to collaboratively identify breastfeeding rooms. Combination of breaks will be allowed under this section for the purpose of providing breast milk. A nurse who combines paid break time shall document the break start and stop time in the unit break log. If the amount of time required by the breastfeeding mother is in excess of paid time for breaks, such time will be without pay.

**6.5 Posting of Schedules.** The Employer retains the right to change existing work schedules to maintain an efficient and effective operation. Work schedules shall be posted not less than fourteen (14) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care or overstaff conditions, individual scheduled hours of work set forth on the posted work schedule may be changed only by mutual consent of the Employer and the nurse.

In those cases where a manager determines that a schedule change is necessary involving a nurse with a previously set schedule, the manager must notify that affected nurse prior to the release of the published schedule.

It is also agreed that a nurse will not be scheduled for more than three (3) consecutive twelve (12) hour shifts without mutual consent.

**6.5.1** At the discretion of management, a nurse who between January 1, 2014 and December 31, 2014 voluntarily worked six (6) shifts in a row fifty percent (50%) of the time may continue to do so provided that it does not result in overtime.

**6.6 Change in FTE Status.**

**6.6.1 Involuntary Reduction in FTE status.** If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on the unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. A nurse shall receive at least fourteen (14) days' prior notice of any involuntary reduction in FTE. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's unit and shift. Regular staff will not suffer reduction in FTE if traveler/agency nurses are assigned to that unit.

**6.6.2 Additional Hours.** Nurses who have experienced an FTE reduction may submit a monthly schedule of availability to the Department Manager six (6) weeks in advance of the next work schedule and eight (8) weeks in advance of the next work schedule during prime time. Nurses submitting their availability shall receive priority in scheduling to work the available shifts.

**6.6.3 Voluntary Change In FTE Status.** Nurses who wish to voluntarily change their FTE point status shall notify the appropriate supervisor in writing and specify the desired change and any possible alternatives. To be considered, the written notice must be received by the appropriate supervisor between the 1st and 15th of the following months: January, April, July, and October; notification for FTE change received at other times will not be eligible for application of this section. Between the 16th and 31<sup>st</sup> of each month listed above, the supervisor will review these applications for possible action. Changes, if any, will be made with priority consideration to bargaining unit seniority within the department and must be agreed upon by other staff whose FTE is affected. FTE changes under this section are not subject to posting and bidding requirements of this Agreement.

**6.7 Overtime.** Any time worked by a nurse beyond the regular work rule or over forty (40) hours per week shall be compensated at the rate of one and one-half (1½) times the nurses regular rate of pay. Except in an emergency, no nurse shall be expected to work more than fourteen (14) consecutive hours. If a nurse works more than fourteen (14) consecutive hours, the nurse will be paid at double time the nurse's regular hourly rate for those hours over 14 consecutive hours. If a nurse can reasonably see that she or he is going to work more than fourteen (14) consecutive hours, the nurse must make reasonable efforts to contact the Shift Coordinator between hours 12 and 13. The Shift Coordinator will make reasonable efforts to relieve the nurse before the 14<sup>th</sup> hour begins. Exempt employees are not eligible for overtime. Time paid, but not worked, shall not count as time worked for purposes of computing overtime pay, except vacation hours used. Excluding emergency situations, a nurse shall not be rescheduled for additional work because of time off with pay except by mutual consent. The nurses' supervisor must approve all overtime. Overtime shall be computed in increments of one-quarter (1/4) hour. There shall be no pyramiding of overtime pay or premium pay paid at the rate of time and one-half (1½).

*Note: An example of pyramiding is overtime work on a holiday which is paid at time and one-half (1½) even though regular worked hours on a holiday are also paid at time and one-half (1½). The total amount received by the employee for all hours worked on the holiday would be time and one-half (1½).*

**6.7.1** Employee initiated schedule changes may be requested if the schedule change does not result in overtime or additional premium pay and must have prior approval of the supervisor.

**6.8 Overtime to be Minimized.** The Medical Center and the Association agree that overtime should be minimized. If in the Medical Center's opinion overtime is necessary, volunteers will be sought first. There shall be no retribution taken against any nurse for refusing such overtime. If there are insufficient volunteers, and an emergency situation exists in staffing, overtime may be assigned through equitable rotation providing patient care is not compromised.

**6.9 Work on Day Off.** Fulltime nurses who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the hours worked. Part-time nurses who work on a twelve (12) hour work rule unit, will be paid at overtime rate after working 36 hours.

**6.10 Work in Advance of Shift.** When a nurse agrees to report for work in advance of an assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at time and one-half (1½) the nurse's regular rate of pay. A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift unless there is mutual consent, or the nurse is eligible for involuntary overstaff.

**6.11 Weekends.** The Employer shall schedule all regular full-time and part-time nurses for a minimum of every other weekend off or two (2) out of each four (4) weekends off unless mutually agreed by the nurse and the Employer. Registry nurses shall be required to submit availability for weekend shifts as specified in Article 3.12, but shall not be scheduled to work more than every other weekend or two (2) out of each four (4) weekends unless mutually agreed by the nurse and the Medical Center. The weekend shall be defined as Saturday and Sunday for the day (1st) and evening (2nd) shift and Friday night and Saturday for the night (3rd) shift. This section shall not apply to nurses who request the trading of weekend shifts, who volunteer for more frequent weekend work, or to nurses filling more than one (1) position.

**6.12 Travel.** When a nurse covered by this Agreement is required by the Employer to accompany a patient off Medical Center premises, the nurse shall be considered in the employ of the Employer and all provisions of the Agreement shall apply. The Employer shall reimburse the nurse for all reasonable and necessary travel expenses incurred by the nurse under said circumstances. The Employer's prior approval shall be obtained in writing whenever possible. Any nurse required to use a personal automobile for business purposes shall be compensated at the current IRS rate. Changes in mileage reimbursement rate shall be effective the first full payroll period in the month following the publication date of the change.

**6.13 Rotation of Shifts.** The Medical Center and the Association concur that shift rotation shall be avoided to the extent feasible. All nurses who work straight shifts shall, regardless of assignment, remain on straight shifts unless the nurse consents to work a rotating shift or as provided in 6.13.1 below. Nurses who work a rotating shift shall not be rotated to a different shift more frequently than on a monthly basis except as provided in 6.13.1 below. A "rotating shift" is a shift that rotates between days, evenings and/or night shifts. This section shall not apply to changing start times within an established shift.

Nurses whose shift is designated "variable" will, when possible, work their preferred shift. When unit needs require that a nurse works a non-preferred shift, the nurse will rotate off their preferred shift one schedule (usually a 4-week schedule) at a time, using a rotating system that is transparent to all variable shift nurses on each unit. Variable shift staff nurses that must rotate off their preferred shift shall be rotated on an equitable basis beginning with the least senior nurse. After their turn at rotating off their preferred shift, the nurse then goes to the bottom of the list.

**6.13.1 Emergency Shift Rotation.** In emergency situations, where it is necessary to provide safe patient care, shift rotation may be utilized for nurses who work straight shifts or nurses who are working their assigned rotating shift within a monthly schedule. Should this occur, volunteers will be sought first. If there are no volunteers, nurses will be rotated based on inverse seniority provided skill, competency and ability based upon unit criteria are considered equal in the opinion of the Employer.

**6.14 Rest Between Shifts/Regular Sleep Hours.** Each nurse shall have an unbroken rest period of at least ten (10) hours between regularly-scheduled shifts unless the Medical Center and the nurse mutually agree otherwise. If a nurse returns with less than eight (8) hours off, the nurse shall be paid at one and one-half (1½) times the nurse's regular rate of pay for all hours worked until the nurse receives the rest period provided under this section. If a nurse is working in a callback status between the hours of 11 PM and 4 AM, the nurse will be given a 10-hour rest period at the end of the callback work. If such rest period results in the nurse missing regularly scheduled hours, the nurse will be paid for up to 8 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.

**6.15 Mandatory Call.** The Association and the Employer recognize that in order to provide quality patient care, nurses may be required to take mandatory call on an equitable rotational basis providing patient care is not compromised. The Medical Center shall not establish mandatory call in units that do not have mandatory call as of the effective date of this Agreement except for new services, new programs, or new departments where call may be required. For those units that have mandatory call, the Medical Center will establish a committee comprised of nurses from such units and the managers of those units. The committee will meet quarterly to review call and callback trends and issues of concern to the nurses related to call and callback, with the goal of developing a staffing and call pattern and practice to address patient-care needs while also addressing the nurses' goal of having work-life balance and achieving a ratio of on-call hours: FTE of 40%.

**6.15.1 RN Heart Team Utilization for On-Call Coverage.** When the Operating Room is at Capacity:

1. The OR shall inform the Shift Coordinator whenever the OR is at capacity.
2. The OR is deemed to be at capacity whenever all OR teams are actively involved with surgical procedures; this includes all assigned teams, call teams and volunteers. This does include the Heart Team.
3. The Department will inform the Shift Coordinator whenever a team is within 20 minutes of becoming available, thus minimizing diversion time.

Heart Team involvement in Non-Cardiac Procedures

1. Two members of the Heart Team shall be designated as first responders to a Level I Trauma Call and those emergencies that pose threat to "Life and Limb," should all other teams be actively involved in surgical procedures.
2. The Heart Team leader shall designate the two individual Team members and they shall be noted on the call list with an asterisk (\*). These individuals are not to be utilized for add-on or urgent procedures.
3. The Team will only respond to a Level I Trauma Call, those emergencies that pose threat to "Life and Limb" or Cardiac procedures. The parties acknowledge that this may require bumping of non-urgent scheduled cases.

**6.16 Incentive for Part-Time Nurses.** Part-time nurses who actually work on a straight time basis an extra 432 hours per calendar year above their assigned FTE shall receive a bonus of \$2,000.00. This shall apply only one time per year.



## ARTICLE 7 - COMPENSATION

### 7.1 Wages.

**7.1.1 Step System.** Effective the first pay period following ratification, the Medical Center will establish the wage scale set forth in Appendix I/II. Those regular full-time and part-time bargaining unit members who are on the top step of the wage scale as of August 1, 2015, will receive a one-time lump sum bonus of \$500 (prorated based on the nurse's FTE).

**7.1.1.1 Placement.** Effective the first pay period following ratification, each nurse will be placed on the step that correlates with the nurse's years of nursing experience.

Nurses who are, as of the first pay period following ratification, at a wage rate that is higher than the rate for the step that correlates to the nurse's years of experience will be "red-circled" and receive no pay raise, lump sum, or progression through the scale, until the nurse's actual pay rate corresponds to the appropriate step on the scale.

**7.2 Progression.** Subject to the provisions in 7.1.1.1 above, advancement from one step to the next step is contingent upon completion of one thousand eight hundred seventy-two (1872) paid hours (including overtime and overstaff hours not paid) excluding on-call hours for each step.

**7.3 Registry nurses.** The preceding provisions do not apply to Registry nurses. Such nurses will be paid the hourly rates of pay, plus applicable differentials, effective the first pay period following ratification, as set forth in Appendix 2.

**7.3.1** Registry nurses who work 864 hours or more in a calendar year shall receive a bonus of \$1,000.00. The bonus shall be payable only one time per year.

**7.4 Wage Increase Effective Dates.** Wages and premium pay increases shall become effective at the beginning of the pay period on or after the date designated by the contract. Longevity steps shall become effective at the beginning of the first full payroll period on or after the completion of 1872 hours of service as described in Section 7.2, Progression. All paid hours shall be computed from the last step increase date. (See Appendix 1 for further details.)

**7.5 Recognition for Previous Experience.** All nurses hired during the term of this Agreement shall be, subject to Section 7.5.1, placed on the salary schedule experience step which is equal to one continuous year full time employment with another employer as a registered nurse would equal one step on the salary schedule.

**7.5.1** For purposes of this section, for those nurses hired after April 30, 2002, "continuous recent experience" as a registered nurse shall be defined as experience as a registered nurse without a significant break in nursing experience which would reduce the level of nursing skills. It shall remain the prerogative of the Employer to establish at which step in the schedule to place newly hired nurses, however, in no event shall a newly hired nurse be recognized for more than their actual years of experience. Newly hired nurses shall be given recognition and service credit for their nursing work at any other Providence Health & Services facility. Placement on the wage schedule based on previous experience has no impact on the accrual of benefits, determining seniority or computing time for awards of recognition.

## ARTICLE 8 - SHIFT DIFFERENTIAL - PREMIUM PAY

**8.1 Shift Differential.** Effective with the first full pay period beginning after ratification of this Agreement, nurses assigned to work the evening shift (3:00 p.m. - 11:30 p.m.) shall be paid a shift differential of two dollars and forty cents (\$2.40) per hour over their base rate of pay for all hours worked. Effective with the first full pay period beginning after ratification of this Agreement, nurses assigned to work the night shift (11:00 p.m. - 7:30 a.m.) shall be paid a shift differential of four dollars (\$4.00) per hour over their base rate of pay for all hours worked. Nurses shall be paid shift differential for those hours worked on the evening or night shift if at least half of the hours worked are during the evening or night shift. Exempt and fee-for-service nurses are not eligible for shift differential. Any nurse working night shift who works into the day shift shall continue to be paid at the night shift differential rate.

**8.1.1 Application of Shift Differential.** Shift differential shall be included in the computation of pay for the following:

- a. Overtime. Shift differential is included in the nurse's base rate of pay for the purpose of computing overtime pay.
- b. Call Back. Nurses who are called back from call during the evening or night shift shall have the appropriate differential added to the nurse's rate of pay for the purpose of computing overtime pay.

**8.2 Call Pay.** Nurses placed on call shall be compensated at the rate of four dollars and twenty five cents (\$4.25) effective May 1, 2012 per hour. Call shall not be counted as hours worked for the purpose of computing wage increases (longevity steps), benefits or overtime. If requested, a pager (beeper) will be made available for call. Call pay ceases when the nurse reports to work on call back.

**8.2.1** Nurses who are on call and required to respond by phone will be compensated in accordance with Section 8.2, Call Pay. When the nurse responds to the phone call, the nurse will be paid the regular rate of pay for the time spent on the phone calculated in one-quarter (1/4) hour increments

**8.3 Callback Pay.** Any nurse who is called back to work, while on call, will be compensated at the rate of one and one-half (1½) times the nurse's regular rate of pay. When called back, the nurse will receive one and one-half (1½) times the nurse's regular rate of pay for a minimum of two (2) hours or the actual time worked, whichever is greater. Travel time to and from work shall not be considered time worked. The minimum callback hours shall not apply when the nurse reports for work in advance of the assigned shift.

**8.3.1** A nurse not on call who is called in early on a scheduled day of work or is called in on a day off will be paid in accordance with Section 6.9, Work on Day Off.

**8.4 Charge Nurse Pay.** Effective with the first full pay period beginning after ratification of this Agreement, any nurse assigned by the Department Director/Manager or designee as a Charge Nurse shall receive a premium of two dollars and fifty cents (\$2.50) per hour worked.

**8.5 Team Leader/Clinical Nurse Educator Pay.** Effective with the first full pay period beginning after ratification of this Agreement, any nurse working in the position of Team Leader or Clinical Nurse Educator shall have his/her base rate increased by two dollars and twenty cents (\$2.20).

**8.5.1 Temporary Team Lead Pay.** Any nurse assigned by the Department Director/Manager or Designee as a Temporary Team Lead shall receive a premium of two dollars and twenty cents (\$2.20) per hour worked.

**8.6 Weekend Differential.** A nurse who works on a weekend shall receive two dollars (\$2) per hour premium pay for each hour worked on the weekend in addition to the nurse's base rate of pay. For purposes of this section, a weekend shall be defined as the forty-eight (48) hour period that begins on or after 11:00 p.m. on Friday and ends on or before 11:00 p.m. the following Sunday. Nurses working a twelve (12) hour shift will receive weekend differential from 7:00 p.m. on Friday through 7:00 p.m. on the following Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes, including travel time for workshops and seminars. Fee-for-service and exempt employees are not eligible for premium pay in this section.

**8.7 Committee/Project Pay.** All registered nurses requested by their manager or other appropriate management authority to serve on a Medical Center committee (as distinguished from "contract" committee), to work on a Medical Center approved project, or engage in mandatory education shall be paid at their appropriate rate of pay for hours worked on such committee or project.

**8.8 Certifications.** For new certifications or re-certifications that occur after the effective date of this Agreement, a nurse will be paid a differential of \$.50 per hour, for a maximum of two certifications. The nurse shall provide documentation of such certification to Human Resources in order to receive the differential and the differential will not begin until such documentation is received.

**8.8.1** This differential will not be paid for certifications that are required as part of the nurse's license, e.g. NNPs, NPs, or for CNSs.

**8.9 Certification Panel.** The Medical Center and the Association will continue the 'panel' that has been created to discuss the implementation of Article 8.8. The members of the panel will meet at least quarterly throughout the year, and the members will hold a certification that has been recognized by the Medical Center (provided, however, that certification will not be required for the Medical Center's representative from human resources or the Association's executive director or designee).

**8.10 Orientor Pay.** Effective with the first full pay period beginning after ratification of this Agreement, the Medical Center will pay \$1.50/hour to any nurse who consents to serve as an orientor as designated by the Medical Center under Article 3.6. The differential will be paid only during those hours when the orientor is actively training an orientee.

**8.11 Preceptor Pay.** Effective with the first full pay period beginning after ratification of this Agreement, the Medical Center will pay one dollar and seventy-five cents (\$1.75) per hour to any nurse who consents to serve as a preceptor as designated by the Medical Center under Article

3.11. The differential will be paid only during those hours when the preceptor is actively training a preceptee.

**8.12 Clinical Resource Transport Pay.** Effective the first full pay period after ratification of this Agreement, any nurse assigned by the Department/Manager or designee to ground transport patients shall receive a premium of twelve dollars and fifty cents \$12.50 per hour per hour during the transport time. Transport time is considered the time you depart the Medical Center until the time you return to the Medical Center.

**ARTICLE 9 - VACATION TIME**

**9.1 Pay Rate.** Vacation Time is paid at the nurse’s base rate of pay including applicable shift differential except for termination Vacation Time cash outs.

**9.2 Eligibility.** All regular full-time and part-time nurses who are regularly scheduled twenty (20) hours or more per week (1.0 - 0.5 FTE) are eligible to accrue and use Vacation Time. Fee for service and registry employees are not eligible for Vacation Time. Vacation Time is accrued from the date of hire and available to use the first pay period following three (3) months of employment.

**9.3 Vacation Time Accrual.** Vacation Time accrual is based on paid hours and any overstaff hours. Hours paid in excess of eighty (80) per pay period will not accrue Vacation Time. Call and non-paid hours do not accrue Vacation Time. Vacation Time shall accrue in accordance with the following schedule:

Length of Service		Maximum Accrual Rate Per Pay Period Per Hour	Maximum Accrued Hours Per Year	Maximum Days Accrued Per Year (based on 8 hour days)
<u>At least</u>	<u>But less than</u>			
New hire	One year	0.07308	152 Hours	19 Days
1 year	3 years	0.09230	192 Hours	24 Days
3 years	5 years	0.10384	216 Hours	27 Days
5 years	7 years	0.11153	232 Hours	29 Days
7 years	10 years	0.11925	248 Hours	31 Days
10 or more years		0.12700	264 Hours	33 Days

**9.3.1 Maximum Vacation Time Accrual.** The maximum amount of Vacation Time a nurse may accrue is 320 hours. Vacation Time accrued during the current pay period will be available to use the following pay period. Upon reaching the maximum accrued hours allowed, the Employer will automatically cash out 100 hours of vacation time. The hours will be paid at the nurse’s base rate of pay, not including shift differentials. The cash out will be taxed as a separate check. This cash out shall occur twice during a calendar year.

**9.3.2 Nurses hired prior to April 15, 1999.** Shall maintain their current level of vacation accrual until they become eligible for the next higher level of accrual as set forth in the above (9.3) based on the nurse’s years of service at the Medical Center.

**9.4 Use of Vacation Time.** Accrued Vacation Time must be used prior to taking any time off without pay. Vacation Time used for reasons other than to cover the nurse’s illness or injury or a child’s illness must be prescheduled and approved. Approval is contingent on staffing and department needs.

**9.4.1 Unforeseen Occurrences During Leave.** A nurse who is away on leave or vacation shall be placed on unpaid leave when unforeseen occurrences such as national disasters and/or transportation shut downs prevent the nurse from returning to work as scheduled. In this circumstance, the nurse may choose whether or not to utilize accumulated Vacation Time. The nurse shall notify his/her supervisor upon learning of the problem and as soon as the nurse knows the day of return to work.

**9.5 Termination Vacation Time Cash Out.** Upon resignation with proper notice, available accrued Vacation Time hours shall be cashed out. The hours will be paid at the nurse’s base rate of pay not including shift differential at the time of termination. No additional accrual of Vacation Time is available on the cash out.

**9.6 Request for Vacation Time.** The Department Director/Manager or supervisor must approve vacation requests. Vacation will be scheduled in such a manner as to provide adequate core staffing per unit and shift. In the event of an emergency arising in staffing levels, the Employer reserves the right to rescind approved Vacation Time off and negotiate other time off with the nurse. Volunteers will be considered first. If there are no volunteers, nurses taking time off without pay will have that time off rescinded by seniority beginning with the least senior nurse first. After that, nurses taking vacation time off with pay will have that time off rescinded by seniority, beginning with the least senior nurse first. Vacation Time may be taken in increments of one-half (1/2) hour or more not to exceed the nurse’s regular scheduled day. Nurses who have previously approved vacation which is rescinded by the Employer that involves travel costs shall be reimbursed the amount of money, if any, forfeited due to cancellation of the vacation. Any such claims for reimbursement must be substantiated by receipts and verification. Payment shall be grossed up for taxes using standard computation.

**9.6.1 Vacation Prime Time.** Prime time is defined as June 1 through Labor Day, Thanksgiving week, and Spring Break and Christmas Break, as defined by the Anchorage School District. Requests for Vacation Time should be submitted and approved by the following dates:

<b>Prime Time Date</b>	<b>Submission Deadline</b>	<b>Approval Deadline</b>
June 1 through Labor Day	February 28	April 15
Thanksgiving Week	August 15	September 15
Spring Break	12 Weeks Prior to Start	8 Weeks Prior to Start
Christmas Break	August 15	September 15

Written requests for up to two (2) consecutive weeks of prime time vacation received by the submission deadline will be approved based on the following order: number of requests by date of time off, vacation time granted during the same prime time period in previous years, nurses with accrued Vacation Time to cover the time requested off, mutual consent to change dates between the nurse and Department Director/Manager and finally bargaining unit seniority. Nurses who request vacation time shall have scheduling priority over nurses who request time off without pay. Requests for prime time vacation submitted after the deadline, but before the schedule is posted, will be considered by the manager and approved on a first come first serve basis. Vacation time submitted after the deadline and/or requests for additional vacation, including a third (3<sup>rd</sup>) consecutive week, may be granted on an equitable and rotating basis if there are no other competing requests and staffing permits.

**9.6.2 Vacation Time/Non-Prime Time** . Vacation time *may* be requested and *may* be granted at any time. Once vacation time has been requested or granted, any change to the request will be considered a withdrawal of the earlier request and submission of a new request for the revised dates. Nurses who want to make plans well in advance may submit a written request for Vacation Time during non-prime time twelve (12) weeks in advance of the posting of the schedule. In the case of conflicting requests by nurses, the requests will be considered on the basis of number of requests by date of time off\*, nurses with accrued Vacation Time to cover the time requested off (special consideration will be given to nurses who are at the maximum Vacation Time accrual or close to the maximum), mutual consent to change dates between the nurse and Department Director/Manager and finally bargaining unit seniority. Nurses who request vacation time shall have scheduling priority over nurses who request time off without pay. Nurses who make a request twelve (12) weeks in advance of the schedule posting will be notified in writing within thirty (30) days of the request. Otherwise, nurses will be notified in writing within two (2) weeks before the published schedule. No more than three (3) consecutive weeks of Vacation Time may be granted during non-prime time, however, four (4) consecutive weeks of Vacation Time may be granted if there are no other requests and staffing permits.

*\*Note: A nurse denied numerous requests for vacation time off will have priority over a nurse with numerous approved requests. "Numerous requests" shall be defined as two (2) or more requests that were denied when submitted within the contract time lines or submittal periods. If the request is submitted outside the guidelines, the request would not count for purposes of this understanding.*

**9.7 Holiday Pay.** Nurses who work on the following holidays, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked on the holiday. Nurses shall receive holiday pay for the shift on which at least half the hours worked fall on the observed holiday. Exempt and fee-for-service employees are not eligible for premium pay under this section.

## ARTICLE 10 - SICK LEAVE

**10.1 Pay Rate.** Sick Leave is paid at the nurse's base rate of pay including applicable shift differential except for sick leave termination cash outs.

**10.2 Eligibility.** All regular full-time and part-time employees who are regularly scheduled twenty (20) hours or more per week (1.0 to 0.5 FTE) are eligible to accrue and use sick leave. Sick leave is accrued from the date of hire and is available to use the first pay period following three (3) months of employment. Fee for service and registry employees are not eligible for sick leave.

**10.3 Accrual.** Sick leave accrual is based on paid hours and non-paid overstaff hours. Hours paid in excess of eighty (80) per pay period will not accrue sick leave. Sick leave is not accrued on call and non-paid hours. Sick leave shall accrue in accordance with the following schedule:

<b>Years of Service</b>	<b>Accrual Rate Per Paid Hour</b>	<b>Maximum Accrual Per Pay Period</b>	<b>Maximum Accrued Hours Per Year</b>
0+ Years	0.03077	2.46	64

**10.4 Maximum Accrual.** The maximum sick leave accrual is 1040 hours. If a nurse reaches the maximum accrual, additional sick leave will not be accrued.

**10.5 Use of Sick Leave.** Accrued sick leave must be used on the first four (4) shifts an employee is ill or injured, or for a sick minor child during any calendar year. After the first four (4) shifts, the nurse must use two (2) shifts of accrued vacation time prior to utilization sick leave again.

**10.5.1** Accrued sick leave must be used immediately if the employee is hospitalized or having outpatient surgery (including dental surgery).

**10.5.2** Accrued sick leave may be used during the waiting period for Workers' Compensation.

**10.5.3** If a nurse does not have accrued sick leave, the nurse must use accrued vacation time.

This provision shall be reviewed by the Conference Committee should the regional policy change during the term of this Agreement regarding the mandated use of accrued vacation time for illness.

**10.6 Verification.** Verification by a Health Care Provider may be required for an absence of four (4) or more consecutive work days. Proven abuse of sick leave may be grounds for disciplinary action up to and including discharge.

**10.7 Notice.** It is a nurse's responsibility to keep the Department Director/Manager and/or Leave Administrator apprised of the nurse's medical condition and expected return to work date. Medical Certification may be requested at any time from a health care provider to verify the nurse is not able to perform the essential functions of the job.

**10.8 Termination Sick Leave Cash Out.** Upon resignation with proper notice, available accrued sick leave hours will be cashed out according to the following schedule:

<b>Available Accrued Sick Leave Time</b>	<b>Partial Percent Pay Out</b>
0 to 279 Hours	No pay out
280 but less than 559	0 hours + 30% of hours over 280
Over 560 but less than 839	84 hours + 40% of hours over 560
Over 840 to maximum of 1040	196 hours + 50% of hours over 840

**10.8.1** Sick leave hours will be paid at the nurse’s base rate of pay not including shift differential at the time of termination. Additional sick leave hours are not accrued on the cash out.

## **ARTICLE 11 - BENEFITS**

**11.1 Providence Benefits Program.** Effective beginning the first of the month coincident with employment, all regular full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week (1.0 to 0.5 FTE) shall be included under and covered by the Employer’s Providence benefits program that is provided to all PAMC eligible employees. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election.

**11.1.1 Payment of Employee and Dependent Benefit Premiums.** The Employer shall supplement the pay of eligible employees (Benefit Dollars) to purchase FlexSelect benefits (insurance coverage) for self and eligible dependents. Eligible dependents are defined in the plan documents. Benefit dollars are determined annually for each family category based on plan utilization.

**11.2 Life Insurance.** The Employer will provide Basic Group Life and Accidental Death and Dismemberment Insurance to all regular full-time and part-time employees regularly scheduled to work twenty (20) or more hours per week at no cost to the nurse. Subject to plan requirements and procedures, a nurse may purchase additional insurance, as described in Section 11.1. Fee-for-service and registry employees are not eligible for this coverage.

**11.3 Retirement Plan.** The Employer will provide a retirement plan for its nurses. Retirement benefits and eligibility requirements for participation shall be defined by the Employer’s plan. The plan documents related to the Retirement Benefits are hereby incorporated by reference and considered a part of this Agreement.

**11.4 Value Plan (403B).** The Employer will provide a 403B plan, making whatever changes may be required to comply with applicable laws and regulations. The Employer will match the 403B contributions of nurses in accordance with the terms of its matching plan. The plan documents related to the Retirement Benefits are hereby incorporated by reference and considered a part of this Agreement.



**11.5 Long Term Disability.** The Employer shall provide a long term disability plan for all regular full-time and part-time nurses scheduled to work twenty (20) or more hours per week to be paid for by the Employer, as described in the FlexSelect Benefits Program (11.1). Fee-for-service and registry employees are not eligible.

**11.6 Health Tests.** As required, the Employer shall provide a Tuberculin skin test and other mandatory health screenings at no cost to the nurse including Hepatitis B and C titers.

**11.7 Malpractice Insurance.** The Employer will provide all nurses with malpractice insurance coverage within the Employer's umbrella insurance policy at no cost to the nurse.

**11.8 Plan Changes.** In the event the Employer modifies its current plans or provides an alternative plan(s), the Employer will review the plan changes with the Association prior to implementation. The Employer shall notify the Association at least thirty (30) days prior to the intended implementation date.

**11.9 Safe Work Place.** The Medical Center agrees to provide a safe work environment for all nurses working on or off its premises, including escort protection to distant locations on the Medical Center campus. This shall include establishing a procedure whereby instances of unsafe work practices can be promptly brought to and resolved by the Medical Center.

**11.9.1 Hand Hygiene/Gloves.** The parties agree that hand hygiene is a critical element of providing safe patient care, and acknowledge that hand hygiene products and/or gloves used at the Medical Center must be approved for use by the Medical Center. That being said, the Medical Center acknowledges that an individual nurse may have sensitivity or reactions to the Medical Center's antibacterial soap, hand rub, and/or gloves. Any nurse who experiences such a reaction or sensitivity is encouraged to come to Employee Health & Wellness ("EH&W") for assessment. EH&W will work with the nurse to identify potential alternatives for the nurse, at no charge to the nurse.

**11.9.2** On-call nurses in mandatory call units will be permitted to park in a designated location near the Medical Center while on call between the hours of 8:00 PM and 7 AM. The on-call nurses must display the proper parking permit, as agreed by the parties.

**11.10 Immunization and Tests.** All nurses shall receive free adult immunizations and tests offered by the Medical Center to its employees. The Medical Center agrees to provide Hepatitis B vaccinations to all nurses covered by this Agreement who request such vaccination, at no cost to the nurse.

**11.11 Light Duty.** Any nurse who experiences an on-the-job illness or injury and is incapable of returning to work in the nurse's regular capacity shall participate in the Medical Center On-The-Job Recovery program.

**11.12 Cafeteria and Food Discounts.** Any nurse may, while working at the Medical Center, take advantage of the discount provided to all nurses at the Medical Center Cafeteria. During the hours the cafeteria is closed and coffee cart services are available, the nurse discount will be made available to the nurses for coffee cart food and beverage, except for coffee and specialty drinks.

**11.13 Medical Center Provided Scrubs.** The Employer will provide and maintain scrubs in order to maintain the highest level of sanitation for infection control purposes. The areas include Surgical Suites (OR and Day Surgery), Labor and Delivery and Cardiac Catheterization Lab. The Employer provided scrubs and related maintenance in these areas will be at no charge to the nurse. Any nurse not provided scrubs or uniforms by the Medical Center who must leave their scrubs/uniforms for cleaning due to contamination shall be issued loaner scrubs by the Medical Center.

**11.14 Critical Incident Stress De-Briefing.** The Medical Center agrees to continue Critical Incident Stress De-Briefing programs for nurses and/or units which request such programs and publicize the method by which to access these programs.

**11.15 Bargaining Unit Task Force on Health and Retirement.** Shall be formed and meet in June of each year of this Agreement. Participation shall be paid time at the nurse's regular rate of pay. The Task Force shall consist of five (5) registered nurses appointed by the Association. The number of Employer designated representatives not to exceed three (3) in number. The Task Force shall be co-chaired by one (1) member selected by the Employer, and one (1) member selected by the Association. Meeting arrangements and clerical support shall be the Employer's responsibility. Unless mutually agreed otherwise, there shall be no more than two (2) meetings per year with a duration of no more than two (2) hours each. The parties agree to come to each meeting having completed preparations.

The Task Force shall have access to information that is not confidential which is relevant to the task such as analysis of current plan administration, claims payment administration, benefit plan design and utilization conducted by or for the Medical Center's health benefits programs.

The Task Force shall make recommendations concerning provision of efficient, effective health care benefits within the level of negotiated Employer contribution, including, but not limited to: utilization review, Medical Center pre-certification, cost containment measures, nurse education and preferred provider arrangements.

The Association may also appoint one (1) additional non-nurse member who shall not be a voting member.

The Task Force will also consider retirement plan benefits for nurses and may make recommendations.

The Task Force will submit recommendations to the Regional Director of Human Resources which shall be forwarded to the Providence Health & Services corporate offices, Seattle, for consideration.

Prior to implementation of changes in benefits, anticipated costs of to the nurse/employee, or other modification in the plan(s) shall be brought to the Task Force.

**11.16 Injury Prevention/Lift Assistance.** The Medical Center and Association agree that the reduction of work-related injuries is of primary concern to both parties. To that end, the Association recognizes the work and commitment expressed by the Medical Center concerning the purchase and implementation of mechanical patient lift devices. Within 90 days of after the signing of this agreement, a Medical Center and Association representative will tour the patient care units to identify the necessity for patient lifts. Once the walk through and review is completed, the parties will mutually agree on locations of needed lifts and associated implementation plans.

The Medical Center agrees to continue a house-wide training program throughout the coming year focused on providing nurses the required information needed to properly use the equipment.

A minimum of four nurses per nursing unit (two from day shift and two from night shift, as appropriate) shall be trained as unit trainers as practical.

Nurses are encouraged not to lift patients and/or equipment by themselves and to request assistance when a patient or heavy piece of equipment needs to be moved. No nurse shall be reprimanded for an injury sustained while lifting patients and/or equipment while on-the-job.

Nurses will be encouraged to attend an annual ergonomic class presented by the Physical Therapy department.

**11.17 Off Campus Work.** In the event that a registered nurse is leaving PAMC to accompany a patient, or pick up a patient and is paid by a source other than PAMC, the Medical Center will consider this “overstaffed” from their department.

## **ARTICLE 12 - LEAVES OF ABSENCE**

**12.1 Request for Leave of Absence.** All leaves of absence shall be requested by notifying the manager and contacting the third-party administrator at least thirty (30) days in advance, if possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within two (2) weeks, unless the leave is of an emergent nature, in which case the Employer will respond within twenty-four (24) hours or as soon as possible. A leave of absence begins on the first day of absence from work. Whenever an employee is eligible for more than one type of leave, all applicable leaves will run concurrently unless stated otherwise.

**12.2 Family and Medical Leave of Absence.** Pursuant to the Family and Medical Leave Act of 1993, a nurse may request up to twelve (12) weeks for a family and medical leave in a floating twelve (12) month period and be restored to the same or equivalent position upon return from leave provided the nurse has been employed for twelve (12) months and worked at least 1250 hours during the twelve (12) month period immediately preceding the commencement of a family and medical leave. The nurse may be granted up to twelve (12) weeks of leave to care for the employee's child after birth, or placement for adoption or foster care; to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the essential functions of the position. Under certain conditions, family and medical leave may be taken intermittently or on a reduced work schedule. The nurse shall use all available accrued time if the family and medical leave of absence is for the nurse's own serious illness; provided, however, the nurse may elect to retain up to forty (40) hours of vacation. The nurse shall use all available accrued vacation in excess of forty (40) hours when family and medical leave is used for the other reasons. The Employer shall maintain the nurse's benefits during this leave and shall reinstate the nurse to the nurse's former or equivalent position at the conclusion of the leave providing the nurse's position was not otherwise eliminated in a layoff. Family and medical leave shall be interpreted consistently with the conditions and provisions of the federal law.

**12.3 Company Medical Leave of Absence.** A benefit eligible nurse, regularly scheduled to work twenty (20) or more hours per week (0.5 - 1.0 FTE) with a minimum of six (6) months of continuous service may request a Medical Leave of Absence to tend to their own serious health condition, as certified by a health care provider. Medical Leave cannot exceed 26 weeks. For FMLA eligible nurses, Medical Leave will run concurrently with FMLA. An employee who is eligible for FMLA may be granted an additional Medical Leave not to exceed 26 weeks of combined FMLA/Medical Leave. Medical Leave cannot be used intermittently. There is no guarantee of employment upon release to return to work from a Medical Leave. The department director/manager has the option to replace the nurse who is on a company medical leave of absence. If the position has been filled a nurse may or may not be offered a similar position at the conclusion of the leave of absence. If the nurse has not secured another position at the conclusion of the company medical leave of absence the nurse will be considered a voluntary termination.

**12.4 Leave of Absence for Nurses with a FTE < 0.5.** A non-benefit eligible nurse, regularly scheduled to work less than twenty (20) hours per week (0.1- less than 0.5) with a minimum of six (6) months of continuous service may request a leave of absence for medical reasons or for compelling personal reasons. A Leave of Absence may not exceed six (6) months in a rolling twelve (12) month period. Personal leaves are granted at the sole discretion of management, in consultation with Human Resources, balancing the needs of both the nurse and organization. There is no guarantee of employment upon release to return to work from a Leave of Absence. The department director/manager has the option to replace the nurse who is on a personal leave of absence. If the position has been filled a nurse may or may not be offered a similar position at the conclusion of the leave of absence. If the nurse has not secured another position at the conclusion of the personal leave of absence the nurse will be considered a voluntary termination.

**12.5 Military Leave.** Leave required in order for a nurse to fulfill active duty requirements in a military reserve of the United States shall be granted without pay, without loss of benefits or seniority accrued to the date such leave commences and shall not be considered part of the nurse's vacation in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). A nurse who returns from military leave on a timely basis, as specified by federal and state laws, shall be reinstated to the nurse's former position, or to a position of like seniority, status and pay.

**12.6 Bereavement Leave.** Regular and part-time nurses may receive up to three regularly scheduled days (a maximum of 24 hours) off with pay to attend to immediate family member bereavement needs. Nurses may receive up to two additional scheduled work days (a maximum of 16 hours) for a total of five scheduled work days (maximum of 40 hours) with pay for the death of a spouse, domestic partner or child. The nurse may request additional time off, requests of this nature will receive priority consideration.

**12.6.1** *Immediate family* is defined as the nurse's:

- spouse or domestic partner,
- son or daughter (or current in-law through marriage or partnership),
- father or mother (or current in-law through marriage or partnership),
- brother or sister (or current in-law through marriage or partnership),
- stepparent, stepchild, stepbrother or stepsister,
- or, grandparent or grandchild.

**12.6.2** Requests for bereavement leave must be submitted to your Manager (or other designee). Time must typically be taken within 2 weeks of death; however, exceptions will be considered as appropriate (e.g., memorial or funeral has been postponed, travel required out of the country, cultural/religious practices may require services long after death). Bereavement time is paid at the nurse's regular rate of pay.

**12.6.3** Bereavement leave is not available to nurses who are on certain approved company or statutory leaves of absence (e.g., family/medical leave, short or long term disability, or workers' compensation time loss). In cases where the nurse is out on vacation or sick leave to care for a family member who dies, bereavement leave may be available if appropriate (e.g., if the nurse stops vacation to attend a family member's funeral).

**12.6.4** A nurse who suffers a miscarriage shall be eligible for this leave. The nurse may request additional vacation or additional unpaid time off.

**12.6.5** A nurse who requests time off to for non-immediate family member's death is not eligible for paid bereavement leave, however may request time off to attend services. Requests of this nature will receive priority consideration.

**12.7 Personal Leave.** A benefit eligible nurse, regularly scheduled to work twenty (20) or more hours per week (0.5 - 1.0 FTE), with a minimum of six (6) months of continuous service may request a Personal Leave of Absence for a compelling personal reason. Personal leaves are granted at the sole discretion of management, in consultation with Human Resources, balancing the needs of both the nurse and organization. The department director/manager has the option to

replace the nurse who is on a personal leave of absence. If the position has been filled a nurse may or may not be offered a similar position at the conclusion of the leave of absence. If the nurse has not secured another position at the conclusion of the personal leave of absence the nurse will be considered a voluntary termination.

Personal leaves cannot exceed six (6) months in a rolling twelve (12) month period. Personal leaves will not be approved for nurse to work outside of Employer and may be canceled at any time it is determined the nurse is working elsewhere. The nurse is required to use paid time accruals during the leave until such accruals are exhausted. If paid time accruals are exhausted, any remaining leave is taken without pay.

Employer paid benefit continuation is not available to a nurse on a Personal Leave of Absence during unpaid leave. A nurse can contact the HR Service Center for information about benefit continuance on a self-pay basis. Whenever an employee is eligible for more than one type of leave, all applicable leaves will run concurrently.

**12.8 Jury Duty and Witness Services.** Nurses who report for jury service or who serve on a jury, or serve as a witness on behalf of Providence in response to a duly-issued summons or subpoena shall be compensated at their regular rate of pay for the scheduled shifts missed due to jury duty. The nurse shall reimburse the Medical Center for any compensation received for jury duty and shall not be required to use vacation. Night shift nurses may elect to receive compensation under this section for either the shift before or following jury duty. If a nurse is released from jury duty they are not required to return to work to complete their shift. If a nurse voluntarily elects to return to work, they will be paid the applicable rate of pay.

**12.8.1 Court-Related Matters.** Nurses who are requested by the Medical Center to appear as a witness in a court case during their normal time off duty will be compensated for the time spent in connection with such appearance.

**12.9 Educational Leave of Absence.** The purpose of an educational leave of absence is to provide an extended period of unpaid leave to participate in a degree seeking formal education program. After one (1) year of continuous employment, the nurse may request up to six (6) months for an educational leave of absence. An Educational Leave of Absence is unpaid. Use of paid time accruals may be required before going to an unpaid status. A nurse on an unpaid educational leave of absence is not eligible for benefits and does not accrue benefits. A nurse can contact the HR Service Center for information about benefit continuance on a self-pay basis. . The Employer reserves the right to grant or deny an educational leave of absence.

The granting of an Educational Leave of Absence, regardless of whether the nurse was in a paid or unpaid status, does not guarantee return to employment or to the nurse's original position or schedule.

Nurses returning from an Educational Leave of Absence may apply for any available vacancy for which they are qualified. If the nurse is unable to secure a position at the end of his/her leave, it will be treated as a voluntary resignation.

It is the responsibility of the nurse to contact their Department Director/Manager at least four (4) weeks prior to the expiration of an Educational Leave of Absence. It is the responsibility of the

Department Director/Manager to notify Human Resources in writing within one (1) working day when the nurse returns from an Educational Leave of Absence.

Failure to report availability for work within three (3) calendar days after the expiration of any leave of absence is considered a voluntary termination. The nurse must apply for a leave of absence extension prior to the expiration of the original leave. Appropriate documentation must accompany the leave extension request.

**12.9.1** A nurse shall submit a written Request for an Educational Leave of Absence to his/her manager at least 30 days in advance of the requested start date. Approval is at the sole discretion of the manager balancing the needs of the nurse and organization. The third party administrator should be notified immediately following manager approval.

**12.10 Unpaid Professional Leave.** Nurses who serve as officers on the Alaska Board of Nursing may take (at the nurse's option) up to five (5) days of unpaid leave per calendar year to attend professional meetings.

**12.11 Leave Without Pay.** Nurses on leave without pay for a period of thirty (30) calendar days or less shall not lose seniority during the leave of absence. Leave without pay (other than military leave) for a period in excess of thirty (30) calendar days shall result in the nurse's anniversary date of employment being adjusted to reflect the period of leave.

**12.12 Leave With Pay.** Leave with pay shall not affect a nurse's compensation, accrued hours, benefits or status with the Employer.

**12.13 Return from Leave.** Nurses who have been granted a leave of absence of two (2) months or less shall return to their previous position and shift, except for family and medical leave of absence which is twelve (12) weeks. Nurses who return from a leave of absence in excess of two (2) months [twelve (12) weeks for FMLA leaves] 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

**12.14 Parental Leave.** For all Nurses regardless of employment status, at the request of the nurse, 12 weeks off work after the birth of, adoption of, or the initiation of foster care of a child shall be granted. A nurse on parental leave shall be reinstated to the nurse's former or equivalent position at the conclusion of the leave providing the nurse's position was not otherwise eliminated in a layoff.

## ARTICLE 13 - STAFF DEVELOPMENT

**13.1 Education.** The primary responsibility for education rests with each individual nurse. Nurses are encouraged to communicate their suggestions and requests with regard to educational topics to be covered to the appropriate department of the Medical Center. The Association agrees to promote active participation and attendance in the educational programs provided by the Medical Center. The Medical Center shall maintain a viable education program responsive to the needs of the nurse, regulatory/accreditation requirements, and in conformance with the objectives and philosophy of the Nursing Division, Medical Center and the Sisters of Providence. Time spent at mandatory education and mandatory in-service education sessions shall be considered as time worked and paid at the appropriate rate. If any materials are needed, as determined by management, for mandatory education the Medical Center will provide the materials. Education programs shall be consistent with the standards established by the American Nurses Association and other accrediting organizations.

No nurse shall be required to work above his or her FTE to attend mandatory education with a duration of eight (8) hours or greater. The nurse is required to notify unit leadership in writing 60 days in advance of the mandatory training if the nurse wants it to be scheduled within his or her FTE as a regular shift. When mandatory training of eight (8) hours or more is not known 60 days in advance, reasonable effort will be made to schedule within the nurses regular FTE. If the mandatory education is less than the nurse's scheduled shift, such nurse will be required to utilize vacation time for the remainder of the shift.

**13.2 Orientation.** The objective of orientation shall be to familiarize newly hired nurses with the objectives and philosophy of the Medical Center and nursing services, to orient nurses to Medical Center policies and procedures and to instruct nurses as to their functions and responsibilities as defined in job descriptions and competencies.

**13.3 Education Leave Time.** To the extent educational funds are available to staff, the fund shall be distributed on an equitable and rotating basis in accordance with Medical Center needs.

**13.4 Tuition / Reimbursement.** All regular nurses, who have been employed with the Medical Center for 12 consecutive months, with at least a .5 FTE may apply for tuition reimbursement in accordance with the Employer's Tuition Reimbursement Policy.

**13.5 Certification Reimbursement.** All nurses may request certification fee reimbursement for new certification or re-certifications which are in a specialty recognized by a national organization and working in that area of certification or on the approved department certification list approved by the Chief Nursing Officer.

**13.6 Licensure.** Each nurse is responsible for maintaining a current Alaska State Nursing License. Failure to maintain a valid license will result in removal from the schedule without pay and discipline up to and including termination.

**13.7 Employee Education Program Agreements.** The Medical Center may enter into contractual arrangements, commonly referred to as an "Employee Education Employment Agreement," with nurses for educational reimbursement in excess of what is provided under the Employer's Tuition Reimbursement Policy. All such agreements shall be presented to the Association in writing for approval prior to presenting to the nurse. Only the Chief Nursing



Officer has authority to approve, on behalf of the Medical Center, any agreements under this Article.

## ARTICLE 14 - COMMITTEES

**14.1 Medical Center Committees.** The Employer and Association will collaboratively work together to fulfill the goals of established Medical Center committees designed to enhance quality patient care.

Those issues relating to health and safety are currently managed by a variety of Medical Center committees and departments. For one of these committees, Nurse Professional Practice Advisory Committee, staff membership is appointed entirely by the Association. Other committees include, but may not be limited to, the Environment of Care Committee, Infection Control Committee, Regional Product Value Analysis Team (RPVAT) and the Safety Committee. The Employer agrees that the Association shall have the right to appoint an additional member to each of these committees. For example, the Environment of Care Committee is composed of approximately ten (10) members, two of whom are registered nurses. The Association will appoint an additional staff nurse to this committee.

Participation on Medical Center committees shall be paid time at the nurse's regular rate of pay.

To assist in implementing this provision, the Employer agrees to provide the Association by July 1, 2002 with an organizational chart which shows each Administrator's accountability for each committee, as well as a list of all health and safety-related committees, a description of each committee's purpose and the contact person/chair for each committee.

**14.2 Conference Committee.** There shall be established within the Medical Center a permanent Conference Committee consisting of representatives (not to exceed 3) of the nurses selected by the Association and management representatives (not to exceed 3) including the Chief Nurse Executive. The Conference Committee, which is an advisory committee, shall meet at least quarterly to discuss matters pertaining to this Agreement. Prior to any meeting, each member of the Conference Committee shall receive a preliminary agenda one (1) week prior to the meeting. The Association shall advise the Employer in writing within thirty (30) days after the effective date of this Agreement which nurses shall serve on the Conference Committee. All written communications from the Conference Committee shall include the signatures of all members of the Committee. Participation on the Conference Committee shall be paid time not to exceed two (2) hours per meeting.

**14.3 Nurse Professional Practice Advisory Committee.** There shall be established at the Medical Center a permanent Nurse Professional Practice Advisory Committee consisting of one Bargaining Unit nurse and one Clinical Manager from each care set. The Chief Nurse Executive or designee will co-chair the committee with a Bargaining Unit nurse. An Ad Hoc AaNA representative may attend the meeting providing a Medical Center confidentiality agreement is signed. The Committee will be advisory only. The Nurse Professional Practice Advisory Committee will meet monthly. The purpose and function of this Committee is to identify patient care issues or problems including staffing issues and to establish a process by which all interested staff may provide input, make recommendations, propose solutions and participate in validating patient and staffing needs and Professional Practice Standards.

The Committee shall receive upon request of the co-chairs any reports relevant to matters of staffing, patient and/or staff safety, or practice issues which are not protected by legal confidentiality.

Minutes of all meetings will be recorded by the Committee secretary. The Committee secretary position shall rotate between non co-chair members each meeting. The first order of business at the next meeting shall be to correct and finalize minutes from the previous meeting. Finalized Committee minutes will be distributed by the Committee to each nursing unit.

Management and/or the Association may request special meetings as needed but such meetings are not to take the place of regularly scheduled meetings of the Committee. The Committee may agree to meet less often than monthly.

The Medical Center with input from staff nurses shall maintain a patient acuity system for inpatient (Medical Center) units and be accountable for staffing to it.

Association members of the Committee shall serve at their regular rate of pay for up to two (2) hours per meeting.

**14.4 Written Letters of Agreement.** The parties may by mutual agreement enter into written letters of agreement or written memorandums of understanding which modify or clarify the terms of this Agreement.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

**15.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. The nurse is entitled to Association representation at every step of the grievance process.

**15.2 Time Limits.** Time limits set forth in the grievance procedure may only be extended by mutual written consent of the Association and Employer. Failure of a nurse to file a grievance on a timely basis or to advance a grievance in accordance with the time limits set forth in this grievance procedure will constitute withdrawal of the grievance by the nurses and the Association and the grievance shall thereafter be barred.

Failure of the Employer to comply with the time limits set forth in this grievance procedure shall result in the grievance being automatically advanced to the next step without any further action necessary on the part of the nurse; provided, however, arbitration in Step 4 must be specifically requested by the Association. The term “days” as used in this Article means calendar days except that deadlines which fall on a Saturday or Sunday, or holidays identified in this Agreement shall be extended to the next following workday.

**15.3 Content of Grievance.** The written grievance shall identify the contract section(s) alleged to have been violated, the date and time of the alleged violation, and a summary of the facts surrounding the alleged violation. The grievance shall also identify the requested remedy.

## **15.4 Grievance Procedure.**

**Step 1. Informal Step.** A nurse who believes he or she may have a grievance is encouraged to attempt to resolve potential grievances through informal discussions with his or her supervisor. If this informal process is unsuccessful, the nurse may elect to utilize the formal grievance process.

If the grievance cannot be resolved through informal discussions the grievance shall be presented in writing to PAMC within fourteen (14) days from the date the grievance arose or the date the nurse was or should have been aware that the grievance existed, or within thirty (30) days of receipt of a paycheck or direct deposit in case of disputes about compensation, the nurse shall request a meeting to resolve issues pertaining to the interpretation application of this Agreement through informal discussion with his/her immediate supervisor or with the lowest management/administration representative who first has the authority to resolve the issue. This meeting shall be scheduled within ten (10) days of the request. The Step 1 informal discussions with the supervisor are included in the fourteen (14) calendar days an employee has to present the grievance in writing.

**Step 2. Formal Step With Nurse and Clinical Manager/ Director.** If the issue is not resolved, then within ten (10) days of the informal hearing the grievance may be elevated to Step 2 as provided herein. If Step 1 is not used, within fourteen (14) days from the date the grievance arose or the date the nurse was or should have been aware that the grievance existed, the nurse shall reduce the grievance to writing and present it to the nurse's clinical manager or director (or designee). A meeting between the nurse (and local unit officer, if requested by the nurse) and the clinical manager or director (or designee) shall be held within ten (10) days of the receipt of the Step 2 grievance for the purpose of resolving the grievance. The clinical manager or director (or designee) shall respond in writing to the nurse within the (10) days following the Step 2 grievance meeting. A grievance concerning termination or suspension may be initially presented at Step 2 of this grievance process.

**Step 3. Nurse and Administration.** If the grievance is not resolved at Step 2 to the nurse's satisfaction, the nurse or the Association may present the grievance in writing to the assistant/associate administrator (or designee) within ten (10) days of the clinical manager's Step 2 written response. The assistant/associate administrator (or designee) and a human resources representative (or designee) shall meet with the nurse, the local unit officer and a representative of the Association within ten (10) days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The assistant/associate administrator (or designee) shall respond in writing to the nurse and the Association within ten (10) days following the Step 3 meeting.

**Step 4. Arbitration.** If the grievance is not resolved at Step 3, the Association may submit the grievance to arbitration by notifying Administration in writing within ten (10) days of the Association's receipt of the Employer's written response at Step 3.

Method of Selection of Arbitrator: Upon receipt of written notice by Administration to arbitrate a grievance, the Association and the Employer will, from a mutually agreed upon panel of 7 arbitrators, select an arbitrator using an alternating strike method.

Within sixty (60) days following the execution of this Agreement, the parties shall meet to select a standing panel of seven (7) arbitrators to hear grievances. The arbitrator for grievances shall be selected from the standing panel pursuant to the process set forth above, provided the arbitrator is able to hear the grievance within the time frames set forth in this Agreement. The parties shall utilize the pre-existing arbitrator selection process until the new system is in place.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement. The arbitrator shall only be authorized to interpret the existing provisions of the Agreement as they may apply to the specific facts at issue in the dispute. The rule for the sequestration of witnesses shall not be invoked except by the specific request of one of the parties with written notice prior to the hearing, or by mutual consent.

The arbitrator shall have no authority to award punitive damages or interest, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure.

Each party shall bear one-half (1/2) of the fee of the arbitrator, the FMCS fee and any other expenses directly incurred by the parties incident to the arbitration hearing, including the cost of a transcript of the proceedings. If either party does not wish to share equally in the cost of the court reporter, that party shall be denied access to the transcript, if paid for by the other party. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of the witnesses called by the other party.

**15.5 Termination.** Step 4 of this grievance procedure shall terminate on the expiration date of this Agreement unless the Agreement is extended by the mutual written consent of the Employer and the Association. Grievances which occur prior to the expiration date of this Agreement may proceed through the contract grievance procedure including arbitration.

## **ARTICLE 16 - MANAGEMENT RIGHTS**

The Employer retains each and every right to manage which it had prior to the execution of this or any previous Agreement with the Association, except as any such right has been specifically limited by an express provision of this Agreement. The parties thus reject any doctrine of implied limitations.

It is agreed in all cases under this Agreement where a decision will be made of which nurse(s) among two or more nurses will receive an assignment, those nurses eligible for selection, among those being considered are those the Employer has determined have substantially equal skill, competency, ability and prior job performance, based on unit competency criteria.

## **ARTICLE 17 - CONTINUITY OF MEDICAL CENTER SERVICES**

The parties to this Agreement recognize that the Medical Center provides essential healthcare services to the community. For this and other humanitarian reasons, it is the intent of the parties to resolve their disputes by utilizing the grievance procedure provided herein. It is therefore agreed that during the term of this Agreement, neither the nurses nor the Association, nor their agents, shall authorize, assist, promote, or participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott, or any other interference with the operations of the Employer. Any nurse(s) who violates this Article shall be subject to immediate discharge. The Employer agrees that during this same time period, there shall be no lockouts.

This provision shall not be applied to restrict individual nurse activity on their off duty hours away from the Employer's premises which does not interfere with the Employer's operations.

## **ARTICLE 18 - GENERAL PROVISIONS**

**18.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Alaska, and rules and regulations of governmental authority. Should any provision or provisions 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 rendered invalid shall remain in full force and effect for the term of the Agreement. If any provision becomes invalid, the Employer and the Association shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

**18.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**18.3 Scope of Agreement.** The Employer and the Association acknowledge that during the negotiations that resulted in this Agreement each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements and supersedes all prior understandings and practices, oral or written, expressed or implied. Accordingly, this Agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise. Unless specifically provided to the contrary, past practices existing prior to the ratification of this Agreement shall not be binding on the Medical Center. Furthermore, the Employer shall not be bound by any practices that exceed the agreed upon terms and conditions of employment set forth in this Agreement.

**18.4 Conclusion of Bargaining.** The parties to this Agreement have had an opportunity to raise and discuss all bargaining subjects leading to the adoption of this Agreement. Therefore, the parties for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obliged to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated the Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

## **ARTICLE 19 – IN HOME SERVICES**

This Article shall apply to registered nurses employed in the Medical Center’s In Home Services. Except as expressly modified herein, the terms and conditions set forth in the Employment Agreement shall apply to nurses working under this Article.

**19.1 Cellular Phones.** A nurse declining a Providence provided phone and choosing to use personal cell phone for Providence business will not be reimbursed for personal cell phone usage.

**19.2 Flexible Scheduling.** Subject to management approval, Home Health nurses shall be permitted to “flex” their work schedule within a work week to accommodate the needs of their patients so long as such “flexing” does not generate overtime or a time and one-half premium pay.

**19.3 After Hours On-Call Nurse.** After hours on-call nurses are hired to provide after hours coverage for patient visits that occur outside normal business hours. Subject to patient care needs, other nurses may be required to provide after hours on-call coverage. The manager will receive input from staff to develop a back up plan for staffing coverage in the event that after-hours on-call nurses are not available. After Hours On-Call nurses shall be paid at the straight time rate of pay for up to one (1) “open” or two (2) re-visits per day. All other patient visits shall be compensated at one and one-half (1½) times the nurse’s regular rate of pay for a minimum of two (2) hours.

**19.4 Mileage.** Mileage shall be paid at the current allowable Internal Revenue Service rate.

## **ARTICLE 20 – HEALTHY WORK ENVIRONMENT**

**20.1 AACN Standards for a Healthy Work Environment.** The Medical Center, AaNA, and the nurses at the Medical Center have a joint commitment and a shared interest in providing a healthy work environment, to support and foster excellence in the provision of patient care. The parties echo the statement from the American Association of Critical-Care Nurses that the nursing shortage cannot be reversed without a healthy work environment that supports excellence in nursing practice. Toward that end, the parties are committed to working together – including using the existing processes – to address the elements of a healthy working environment, and agree with the AACN statement: “Healthy work environments do not just happen. Therefore, if we do not have a formal program in place addressing work environment issues, little will change.” The parties will work together in the development of an Initial Work Plan that will move towards the Healthy Work Environment envisioned by AACN.

The parties acknowledge that nothing in this Article 20 is intended to be a waiver of the Association's right to bargain over mandatory subjects.

### ARTICLE 21 - DURATION

This Agreement shall become effective upon execution and shall remain in full force and effect to and including April 30, 2018, unless changed by mutual consent. Should the Association desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement.

Signed on 26<sup>th</sup> day of July, 2015:

Richard Mandsager MD  
Dick Mandsager, MD

Terra Colegrove RN  
Terra Colegrove, RN

Julie Eib, RN  
Julie Eib, RN

Jane M. Erickson  
Jane Erickson, RN

Joe Peacott, RN, OCN  
Joe Peacott, RN, OCN

Donna Phillips  
Donna Phillips, RN

# MEMORANDUM OF AGREEMENT

Between  
Providence Alaska Medical Center  
and the  
Providence Registered Nurses Bargaining Unit  
Alaska Nurses Association

2005-2007

## Plan of Action Re: Article 6.4 Meal/Rest Period

Providence Alaska Medical Center and Alaska Nurses Association reaffirm the intent of Article 6.4 of the current Collective Bargaining Agreement, Meal/Rest Period.

This issue has been of utmost concern to both the Medical Center and the bargaining unit. Numerous meetings have been held and numerous possible solutions have been offered and discussed. It is agreed that each unit must develop and implement a plan for both meals and rest periods. The Medical Center and the union agree to collaborate in making break periods available and encouraging nurses to take their breaks.

The parties agree to utilize the Operational Excellence team to help address this issue. Bargaining unit representatives will be included in this process.

The parties will continue to monitor the results of this endeavor on a monthly basis, with a formal evaluation of the success of the effort to be presented to the Conference Committee at its February 2006 meetings.

/s/ Dianne O'Connell  
For Alaska Nurses Association

Executive Director, AaNA  
Title

12/19/05  
Date

/s/ Scott Jungwirth  
For Providence Alaska Medical Center

Manager, Human Resources  
Title

12/19/05  
Date



## LETTER OF UNDERSTANDING

**Between  
Providence Alaska Medical Center  
And the Alaska Nurses Association**

Providence Alaska Medical Center and the Alaska Nurses Association hereby agree to amend the current negotiated agreement (2002-2005) with regard to the Clinical Nurse Specialist and Advance Nurse Practitioner Rate of Pay, retroactive to the first pay period following May 1, 2002, according to the following:

1. All currently employed ANP and CNS staff (who were hired prior to May 1, 2002) shall be “grandmothered/grandfathered” in and credited with their full years of RN experience on the salary schedule, year for year
2. No CNS nor ANP shall suffer a loss in pay rate as a result of this Letter of Understanding. If a CNS or ANP currently earns more than would earned under this Understanding, they shall be frozen at that rate of pay until the schedule reaches and/or exceeds their current rate of pay.
3. Each ANP/CNS staff member shall then progress from step to step thereafter as provided for in the current negotiated agreement.
4. A newly-hired ANP/CNS staff member (who was hired AFTER May 1, 2002) shall be placed on the salary schedule in accordance with Article 7 – Compensation – of the Negotiated Agreement and the following formula:
  - a. **Zero to five years RN experience shall be multiplied by a factor of 0.5.** The resulting number, plus the individual’s years of experience as an ANP/CNS shall be added together. This shall be the number of years credit given for placement on the salary schedule.
  - b. **Six to ten years RN experience shall be multiplied by a factor of 0.7.** The resulting number, plus the individual’s years of experience as an ANP/CNS shall be added together. This shall be the number of years credit given for placement on the salary schedule.
  - c. **Eleven to fifteen years experience shall be multiplied by a factor of 0.8.** The resulting number, plus the individual’s years of experience as an ANP/CNS shall be added together. This shall be the number of years credit given for placement on the salary schedule.
  - d. **Sixteen plus years RN experience shall be multiplied by a factor of 0.9.** The resulting number, plus the individual’s years of experience as an ANP/CNS shall be added together. This shall be the number of years credit given for placement on the salary schedule.
5. Any RN currently employed by PAMC who is on “educational leave of absence” to obtain Advance Nurse Practitioner credentials, upon their return to PAMC, Shall be placed on the ANP/CNS salary schedule in accordance with the formula stated in line item 4. Upon return, seniority and benefits shall be determined in accordance with applicable provisions of Article 12 of the Negotiated Agreement.
6. The above provision shall apply to all future “transfers” from RN status to ANP status at PAMC, as well.
7. All currently employed persons who experience an increase in salary placement as a result of the above agreement shall receive retroactive pay under the new agreement back to the first pay period following May 1, 2002 or their hire day, whichever is later.

PROVIDENCE ALASKA MEDICAL CENTER

ALASKA NURSES ASSOCIATION

By: /s/ Scott Jungwirth  
Title: Manager, Human Resources

By: /s/Dianne O'Connell  
Title: AaNA Labor Program Director

Date: December 23, 2002

Date: December 23, 2002

**EXTENSION AGREEMENT**

This Letter of Understanding regarding the Clinical Nurse Specialist and Advanced Nurse Practitioner Rate of Pay is hereby extended through the 2006-2009 Negotiated Agreement.

/s/ Scott Jungwirth  
Scott Jungwirth, Manager  
PAMC Human Resources  
Date: 5/25/06

/s/ Dianne O'Connell  
Dianne O'Connell, AaNA  
Executive Director/Program Director  
Date: 5/21/06

**EXTENSION AGREEMENT**

This Letter of Understanding regarding the Clinical Nurse Specialist and Advanced Nurse Practitioner Rate of Pay is hereby extended through the 2009-2012 Negotiated Agreement.

/s/ Nandita Lal  
Nandita Lal, Ed. M. Manager  
PAMC Human Resources  
Date: 2/11/10

/s/ Debbie J. Thompson  
Debbie J. Thompson, RN, BSN  
Executive Director/Program Director  
Date: 2/8/10

**EXTENSION AGREEMENT**

This Letter of Understanding regarding the Clinical Nurse Specialist and Advanced Nurse Practitioner Rate of Pay is hereby extended through the 2012-2015 Negotiated Agreement.

/s/ Marian Jones  
Marian Jones,  
Regional Director Human Resources  
Date: 2/11/10

/s/ Donna Phillips  
Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair  
Date: 2/8/10

**EXTENSION AGREEMENT**

This Letter of Understanding regarding the Clinical Nurse Specialist and Advanced Nurse Practitioner Rate of Pay is hereby extended through the 2015-2018 Negotiated Agreement.

/s/ Lisa Arnold  
Lisa Arnold  
Director, Human Resources  
Date: 6/28/15

/s/ Donna Phillips  
Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair  
Date: 6/28/15

**LETTER OF AGREEMENT**

**by and between  
Providence Alaska Medical Center  
and the Alaska Nurses Association**

**Re: Certification Pay**

This agreement is between Providence Alaska Medical Center (PAMC) and the Alaska Nurses Association (AaNA). PAMC and the AaNA are parties to a Collective Bargaining Agreement (CBA).

Article 8.8.1 of the CBA provides for a pay differential to nurses who attain additional certifications and states, in part, “this differential will not be paid for certifications that are required as part of the nurse’s license, e.g. NNPs, NPs, or for CNSs.”

This agreement provides clarification that NNPs, NPs and CNSs are eligible to receive consideration for certification pay for approved secondary certifications provided the certification is not a requirement of their license for their position.

The Certification Panel will make a recommendation for approval of secondary certifications on a case by case basis, subject to final approval by the Chief Nurse Executive (CNE).

Following CNE approval, the NNPs, NPs and CNs shall provide documentation of such certification to Human Resources in order to receive the differential. Certification pay will be made effective the beginning of the pay period following the Chief Nurse Executive’s approval and submission to Human Resources.

In the event that either party determines that additional certifications should be eligible to receive the pay differential, they will provide notification to the Certification Panel.

No other terms of the current collective bargaining unit agreement shall be modified by this letter of agreement. This agreement is entered into freely and voluntarily by the signatures of the parties below.

The Certification Panel will make a recommendation on a case by case basis, subject to final approval by the Chief Nurse Executive.

Providence Alaska Medical Center  
\_\_\_\_\_/s/ Marian Jones\_\_\_\_\_  
Marian Jones,  
Date: 12/27/12

Alaska Nurses Association  
\_\_\_\_\_/s/ Joey Peacott\_\_\_\_\_  
Joey Peacott  
Date: 12/27/12

**EXTENSION AGREEMENT**

The December 27, 2012 Letter of Agreement regarding certification pay for NNP, NP and CNS’s is hereby extended through the 2015-2018 Negotiated Agreement.

\_\_\_\_\_/s/ Lisa Arnold\_\_\_\_\_  
Lisa Arnold  
Director, Human Resources  
Date: 6/28/15

\_\_\_\_\_/s/ Donna Phillips\_\_\_\_\_  
Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair  
Date: 6/28/15

**LETTER OF AGREEMENT**

**by and between  
Providence Alaska Medical Center  
and  
the Alaska Nurses Association**

**Re: Operating Room Evening Shift**

This agreement is between Providence Alaska Medical Center (PAMC) and the Alaska Nurses Association (AaNA). PAMC and the AaNA are parties to a Collective Bargaining Agreement (CBA).

PAMC has established a Monday – Friday eight (8) hour evening shift in the Medical Center’s Operating Room.

The purpose of this agreement is to allow for a deviation from the CBA requiring Operating Room nurses on the evening shift to take mandatory call.

Evening shift RNs are exempt from mandatory call requirements of Article 6.15 Mandatory Call and will not be required to take mandatory call, including weekends.

All conditions of this agreement are exclusive to the Operating Room. All other terms and conditions of the current collective bargaining agreement apply.

With 60 days written notice either party may terminate this agreement.

This agreement is entered into freely and voluntarily by the signatures of the parties below.

SIGNED FOR:

Providence Alaska Medical Center

Alaska Nurses Association

      /s/ Marian Jones        
Marian Jones

      /s/ Deni Callahan        
Deni Callahan

Date:       6/28/12      

Date:       6/28/12      

**EXTENSION AGREEMENT**

The June 28, 2012 Letter of Agreement regarding Operating Room Evening Shift is hereby extended through the 2015-2018 Negotiated Agreement.

      /s/ Lisa Arnold        
Lisa Arnold  
Director, Human Resources  
Date:       6/28/15      

      /s/ Donna Phillips        
Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair  
Date:       6/28/15

**LETTER OF AGREEMENT**

**by and between  
Providence Alaska Medical Center  
and  
Alaska Nurses Association**

**RE: High Census Bonus**

Providence Alaska Medical Center (PAMC) is offering an opportunity for Providence employees working in nursing (RN) positions in the Medical Center’s inpatient and emergency units who volunteer to work an extra, unscheduled, shift during a designated high census mode to receive a limited on high census bonus. The terms and conditions to receive on high census bonus are established by PAMC.

This is in recognition of the unusual circumstances presented. As a result, the limited high census bonus will go into effect December 14, 2012, at its sole discretion; Providence may designate or modify the high census bonus.

The parties agree that this letter does not modify or change the provisions of the current negotiated agreement (2012-2015).

This letter is entered into freely and voluntarily by the signatures of the parties below.

SIGNED FOR:

Providence Alaska Medical Center

Alaska Nurses Association

      /s/ Scott Jungwirth        
Scott Jungwirth

      /s/ Deni Callahan        
Deni Callahan

Date:       12/14/12      

Date:       12/17/12      

**EXTENSION AGREEMENT**

The December 17, 2012 Letter of Agreement regarding the High Census Bonus is hereby extended through the 2015-2018 Negotiated Agreement.

      /s/ Lisa Arnold        
Lisa Arnold  
Director, Human Resources  
Date:       6/28/15      

      /s/ Donna Phillips        
Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair  
Date:       6/28/15

**LETTER OF UNDERSTANDING**

**by and between  
Providence Alaska Medical Center  
and  
Alaska Nurses Association**

**Re: Certification Pay Effective Date**

This agreement is between Providence Alaska Medical Center (PAMC) and the Alaska Nurses Association (AaNA). PAMC and the AaNA are parties to a Collective Bargaining Agreement (CBA).

The purpose of this agreement is to clarify when nurses are eligible to begin receiving the certification pay provided for in Article 8.8.1 Certifications.

Article 8.8.1 of the CBA provides for a pay differential to nurses who attain additional certifications and states, in part, "The nurse shall provide documentation of such certification to Human Resources in order to receive the differential and the differential will not begin until such documentation is received."

It is mutually understood that a newly hired RN is not eligible for the certification pay provided for in Article 8.8.1 until (1) after the RN's date of hire or transfer into an AaNA RN represented position and (2) the completed Certification Pay Checklist is submitted to PAMC Human Resources.

This agreement provides further clarification that following submission of the Certification Pay Checklist to Human Resources, the certification pay provided for in Article 8.8.1 will be made effective the beginning of the pay period following the RN's date of hire or transfer into an AaNA RN position. An RN is not eligible for certification pay the first pay period in which the RN is hired.

No other terms of the current collective bargaining unit agreement shall be modified by this letter of agreement. This agreement is entered into freely and voluntarily by the signatures of the parties below.

Providence Alaska Medical Center

Alaska Nurses Association

        /s/ Marian Jones                                

        /s/ Joey Peacott                                

Human Resource Director

        6/24/13  

        6/22/13  

Date

Date

**EXTENSION AGREEMENT**

The June 24, 2013 Letter of Understanding regarding Certification Pay Effective Date is hereby extended through the 2015-2018 Negotiated Agreement.

        /s/ Lisa Arnold                                

        /s/ Donna Phillips                                

Lisa Arnold  
Director, Human Resources

Donna Phillips, BSN, RN  
Alaska Nurses Association, Labor Council Chair

Date:         6/28/15  

Date:         6/28/15

**APPENDIX I WAGE SCHEDULES AND IMPLEMENTATION**

Effective the first full pay period following ratification: Increase all steps and classifications by 2.5%

Effective May 1, 2016: Increase all steps and classifications by 2.5%

Effective May 1, 2017: Increase all steps and classifications by 2.0%

Registered Nurse					Clinical Nurse Specialist and ANPs					Team Lead/Clinical Nurse Educator (Added \$2.20 to RN Base Rate)				
Step	Years	6/28/2015	5/1/2016	5/1/2017	Step	Years	6/28/2015	5/1/2016	5/1/2017	Step	Years	6/28/2015	5/1/2016	5/1/2017
1	<1 Yr	\$32.10	\$32.91	\$33.56	1	<1 Yr	\$44.38	\$45.49	\$46.40	1	<1 Yr	\$34.30	\$35.11	\$35.76
2	1	\$33.31	\$34.15	\$34.83	2	1	\$45.70	\$46.85	\$47.78	2	1	\$35.51	\$36.35	\$37.03
3	2	\$34.55	\$35.42	\$36.12	3	2	\$47.09	\$48.27	\$49.23	3	2	\$36.75	\$37.62	\$38.32
4	3	\$35.59	\$36.48	\$37.21	4	3	\$48.50	\$49.72	\$50.71	4	3	\$37.79	\$38.68	\$39.41
5	4	\$36.65	\$37.57	\$38.32	5	4	\$49.97	\$51.22	\$52.24	5	4	\$38.85	\$39.77	\$40.52
6	5	\$37.76	\$38.71	\$39.48	6	5	\$51.47	\$52.75	\$53.81	6	5	\$39.96	\$40.91	\$41.68
7	6	\$38.89	\$39.86	\$40.66	7	6	\$53.01	\$54.34	\$55.43	7	6	\$41.09	\$42.06	\$42.86
8	7	\$40.07	\$41.07	\$41.89	8	7	\$54.62	\$55.99	\$57.11	8	7	\$42.27	\$43.27	\$44.09
9	8	\$41.27	\$42.30	\$43.14	9	8	\$56.26	\$57.67	\$58.82	9	8	\$43.47	\$44.50	\$45.34
10	9	\$42.29	\$43.35	\$44.22	10	9	\$57.11	\$58.54	\$59.71	10	9	\$44.49	\$45.55	\$46.42
11	10	\$43.24	\$44.33	\$45.21	11	10	\$57.96	\$59.41	\$60.60	11	10	\$45.44	\$46.53	\$47.41
12	11	\$44.01	\$45.11	\$46.02	12	11	\$58.82	\$60.30	\$61.50	12	11	\$46.21	\$47.31	\$48.22
13	12	\$44.69	\$45.81	\$46.72	13	12	\$59.71	\$61.20	\$62.42	13	12	\$46.89	\$48.01	\$48.92
14	13	\$45.39	\$46.52	\$47.45	14	13	\$60.61	\$62.12	\$63.37	14	13	\$47.59	\$48.72	\$49.65
15	14	\$46.08	\$47.24	\$48.18	15	14	\$61.52	\$63.06	\$64.32	15	14	\$48.28	\$49.44	\$50.38
16	15	\$46.78	\$47.95	\$48.91	16	15	\$62.43	\$63.99	\$65.27	16	15	\$48.98	\$50.15	\$51.11
17	16	\$47.25	\$48.43	\$49.40	17	16	\$63.38	\$64.96	\$66.26	17	16	\$49.45	\$50.63	\$51.60
18	17	\$47.73	\$48.93	\$49.91	18	17	\$64.33	\$65.94	\$67.26	18	17	\$49.93	\$51.13	\$52.11
19	18	\$48.23	\$49.43	\$50.42	19	18	\$65.29	\$66.92	\$68.26	19	18	\$50.43	\$51.63	\$52.62
20	19	\$48.72	\$49.94	\$50.93	20	19	\$66.27	\$67.92	\$69.28	20	19	\$50.92	\$52.14	\$53.13
21	20	\$49.19	\$50.42	\$51.43	21	20	\$67.27	\$68.95	\$70.33	21	20	\$51.39	\$52.62	\$53.63
22	21	\$49.67	\$50.91	\$51.93	22	21	\$67.76	\$69.46	\$70.85	22	21	\$51.87	\$53.11	\$54.13
23	22	\$50.07	\$51.32	\$52.35	23	22	\$68.28	\$69.98	\$71.38	23	22	\$52.27	\$53.52	\$54.55
24	23	\$50.46	\$51.72	\$52.76	24	23	\$68.79	\$70.51	\$71.92	24	23	\$52.66	\$53.92	\$54.96
25	24	\$50.85	\$52.12	\$53.16	25	24	\$69.30	\$71.03	\$72.45	25	24	\$53.05	\$54.32	\$55.36
26	25	\$51.22	\$52.50	\$53.55	26	25	\$69.82	\$71.57	\$73.00	26	25	\$53.42	\$54.70	\$55.75
27	26	\$51.61	\$52.90	\$53.96	27	26	\$70.36	\$72.11	\$73.56	27	26	\$53.81	\$55.10	\$56.16
28	27	\$52.01	\$53.31	\$54.37	28	27	\$70.69	\$72.46	\$73.91	28	27	\$54.21	\$55.51	\$56.57
29	28	\$52.40	\$53.71	\$54.78	29	28	\$71.06	\$72.84	\$74.30	29	28	\$54.60	\$55.91	\$56.98
30	29	\$52.79	\$54.11	\$55.19	30	29	\$71.40	\$73.19	\$74.65	30	29	\$54.99	\$56.31	\$57.39
31	30	\$53.16	\$54.49	\$55.58	31	30	\$71.76	\$73.55	\$75.03	31	30	\$55.36	\$56.69	\$57.78

## APPENDIX II REGISTRY WAGE SCHEDULE

Effective the first full pay period following ratification, Step 4 >23 years will be added reflecting a 3% increase from Step 3

Effective the first full pay period following ratification: Increase all steps and classifications by 2.5%

Effective May 1, 2016: Increase all steps and classifications by 2.5%

Effective May 1, 2017: Increase all steps and classifications by 2.0%

**RN Registry Schedule**

Step	Years	5/1/2015	5/1/2016	5/1/2017
1	0-6 Yrs	\$44.47	\$45.59	\$46.50
2	7-15 Yrs	\$49.34	\$50.58	\$51.59
3	16 -23 Yrs	\$51.17	\$52.45	\$53.50
4	> 23 Yrs	\$52.70	\$54.02	\$55.10

**Clinical Nurse Specialists and ANPs**

Step	Years	5/1/2015	5/1/2016	5/1/2017
1	0-6 Yrs	\$49.96	\$51.21	\$52.23
2	7-15 Yrs	\$59.71	\$61.20	\$62.42
3	16 -23 Yrs	\$69.45	\$71.19	\$72.61
4	> 23 Yrs	\$71.54	\$73.33	\$74.79

**Lump Sum Payment.** Regular full-time and part-time nurses who are employed on the date of ratification and date of payout will be paid a one-time lump sum bonus of \$300 (prorated based on the nurse's FTE). Registry nurses who are employed on the date of ratification and date of payout will be paid a one-time lump sum bonus of \$50.00. The lump sum payment will be paid on or before the second full pay period following ratification.