

PROFESSIONAL AGREEMENT

By and Between

ALASKA NURSES ASSOCIATION

and

KETCHIKAN GENERAL HOSPITAL
Ketchikan, Alaska

October 1, 2009 – November 30, 2012

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PROFESSIONAL AGREEMENT

By and Between

ALASKA NURSES ASSOCIATION

and

**KETCHIKAN GENERAL HOSPITAL
Ketchikan, Alaska**

October 1, 2009 – November 30, 2012

This Agreement is made and entered into by and between KETCHIKAN GENERAL HOSPITAL (hereinafter referred to as the “Hospital”) and the ALASKA NURSES ASSOCIATION, INC. (hereinafter referred to as the “Association”).

PREAMBLE

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

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

ARTICLE 1 – RECOGNITION AND MEMBERSHIP

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

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

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

employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

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

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

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

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

ARTICLE 2 – ASSOCIATION BUSINESS

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

2.2 Bulletin Boards, Mailboxes and E-Mail. The Hospital shall continue its current practice of providing space for the posting of Association information on a bulletin board designated by the Hospital on each nursing unit and department, and shall allow nursing unit representatives to distribute information to nurses' mailboxes and e-mail addresses during non-working time. Copies of all postings shall be supplied to the Human Resources Manager at the time of their distribution. All

postings under this paragraph shall be limited to the date, time, place and subject matter of Association meetings, lists of Association Committee members, notices of joint Association/Hospital Committee activities and minutes, and Association or other educational opportunities.

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

2.4 Orientation of Newly Hired Nurses. The Hospital will give timely notice to the local bargaining unit chairperson or designee of all scheduled new hire orientations for bargaining unit nurses. During the orientation of newly hired nurses, the Hospital will provide an Association representative with a 30-minute period to discuss the Association. A Hospital representative may be present during this discussion. This period will be paid time for the newly hired nurses, but will be on the Association representative's own time. The Hospital will cooperate in releasing an Association representative from duty to attend such meeting, and the Association will cooperate to provide an alternate representative where such release would cause staffing problems for the Hospital. The Hospital will distribute to newly employed nurses a copy of the Agreement and membership informational material provided by the Association to the Hospital for such purpose.

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

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

2.7 Negotiating Team. Time spent by members of the Association's negotiating team in negotiation sessions which occur during their regularly scheduled work day, to the extent such time falls short of the nurse's FTE hours during the applicable

work period, shall count for purposes of computing service increments and accrual of benefits.

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

ARTICLE 3 – EMPLOYEE DEFINITIONS

3.1 Nurse. A registered professional nurse covered by this Agreement who is currently licensed to perform professional nursing in the State of Alaska. To be covered under this Agreement, a graduate nurse must notify Human Resources that he or she has become licensed as a registered nurse. The Hospital will provide written notice of this obligation to graduate nurses by their hire date.

3.2 Charge Nurse. A qualified nurse who is assigned responsibilities that include the direction and/or coordination of registered nurses, as a result of having been either (1) selected to fill a charge nurse vacancy in accordance with Section 12.2, or (2) designated by the Hospital to perform charge nurse responsibilities on a temporary assigned basis, known as a relief charge nurse. The right to determine where charge nurse responsibilities are to be assigned, and to assess the ongoing need for such responsibilities on a particular unit and shift, is reserved to the Hospital. A nurse holding a charge nurse position while acting in a charge nurse capacity shall not be subject to low census or floating prior to any other nurse scheduled on the unit. A relief charge nurse may be subject to low census and floating if another scheduled nurse on the unit is qualified to perform and agrees to accept the charge nurse assignment.

3.3 Probationary Nurse. A newly hired nurse (including temporary nurses) shall be on probationary status from the nurse's date of hire through the first six (6) months or the first 1,040 hours worked, whichever occurs last, with a maximum probationary period of eight (8) months. The probationary period will include, within three (3) months after hire, consultation and review of the nurse's performance and, if warranted, a plan for skills development.

3.4 Regular Nurse. A nurse regularly scheduled to work in an established position, either for 36 to 40 hours per week as a full-time nurse, or for less than 40 but at least 20 hours per week as a part-time nurse.

3.5 Relief Nurse. A nurse who is not regularly scheduled or is regularly scheduled to work less than twenty (20) hours per week.

3.5.1 Relief nurses must earn at least twelve (12) credits per calendar quarter. Three (3) credits are earned for each holiday shift worked, weekend shift worked or holiday or weekend low census on call assignment; two (2) credits are earned for each night shift worked or night shift low census on call assignment; and one (1) credit is earned for all other shifts worked, low census on call assignment, or scheduled on call shift. If the relief nurse is placed on low census on a shift, the nurse will still earn one credit. Cancellation of

scheduled hours (sick/emergency) by the nurse shall not receive credits. Relief nurses shall notify their department managers of their available days by the 10th of the preceding month.

3.5.2 Relief nurses shall be paid in accordance with the wage rates set forth in Appendix A. In addition, relief nurses shall be eligible to receive either a twelve percent (12%) or a fourteen percent (14%) premium of their hourly rate of pay in lieu of the benefits contained in Article 10 and Section 13.1. Relief nurses who earn at least 18 credits during a calendar quarter will receive the 14% premium for the following calendar quarter. If the relief nurse does not meet the minimum number of credits per calendar quarter as described in Section 3.5.1 above, he or she shall not be eligible for either premium the following calendar quarter until the nurse's credits are met. Relief nurses who are called in to work an additional shift on less than twelve (12) hours' notice shall be paid at the rate of time and one-quarter (1¼) for all hours worked during that shift. Relief nurses who have not worked in two consecutive calendar quarters shall be subject to termination of their employment. Relief nurses may participate in PeaceHealth's retirement plan if they meet the eligibility criteria.

3.5.3 When a nurse transfers from regular status to relief status, all of the nurse's accrued PTO shall be cashed out at the rate existing at the time of transfer within one (1) year from date of transfer.

3.6 Temporary Work.

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

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

3.6.3 In-house posting. Prior to hiring or retaining a temporary or traveler nurse to perform temporary work, the Hospital will post the temporary hours in-house in accordance with Article 12.2, except that the requirement therein of a 10-day posting period shall not apply. Part-time or relief nurses may apply on a combined basis to fill all of the available posted hours. Bargaining unit nurses who perform temporary work shall, upon completion of the work, have the right to return to their former position.

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

the Hospital based on clinical skills, experience, communication skills and teaching skills.

ARTICLE 4 – EQUALITY OF EMPLOYMENT OPPORTUNITIES

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

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

ARTICLE 5 – MANAGEMENT RIGHTS

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

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

ARTICLE 6 – EMPLOYMENT STATUS

6.1 Discipline and Discharge. The Hospital shall have the right to discharge or otherwise discipline a nurse for just cause, as defined by prevailing arbitral common law. During a nurse's probationary period as specified in Section 3.3, such action

shall not be subject to the grievance procedure. A non-probationary nurse who feels he/she has been discharged or otherwise disciplined without just cause may present the matter for consideration under the grievance procedure.

6.1.1 Progressive discipline. The level of corrective action taken shall be suitable to the nature and severity of the infraction. Where appropriate, discipline shall be administered on a progressive and corrective basis and may include, but shall not be limited to, one or more of the following: verbal warning, written warning, final written warning, suspension without pay or discharge. Disciplinary steps prior to discharge may be bypassed in appropriate cases. Corrective action on successive offenses may be less severe, parallel or progressive, depending on the nature of and relationship between the offenses.

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

6.1.3 Dischargeable offenses. Possible causes for discharge include, but are not limited to, conduct threatening or endangering patient safety; improper treatment of patients or visitors; insubordination; sexual harassment or other forms of harassment or assault/violence against another person; violation of patient confidentiality; theft; falsification of records or documents; and intoxication or consumption of alcoholic beverages or illegal drugs on the Hospital's premises or while conducting the Hospital's business. Consistent with 6.1.1 above, these offenses may result in immediate discharge.

6.1.4 Suspensions pending investigation. Suspensions pending investigation shall be without pay until the investigation is complete and a determination of the appropriate discipline is communicated to the nurse. The investigation will be concluded as soon as reasonably possible given the circumstances. Lost wages and benefits during the suspension period must be reviewed to determine if they, in whole or in part, should be included in the imposed discipline. The nurse shall be made whole for lost wages and benefits that are not part of the appropriate severity and type of discipline. If the nurse is exonerated of all misconduct, the nurse will be made whole for lost wages and benefits for the suspension period.

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

6.2 Notice of Resignation. A nurse shall give the Hospital not less than fourteen (14) calendar days' notice of intended resignation.

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

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 When Applicable. A grievance is defined as an alleged breach of the terms and conditions of this Agreement that may arise between the Hospital, the Association or any nurse, and that cannot be informally resolved with the nurse's immediate supervisor. If any such dispute arises, it shall be subject to the following grievance procedure. A probationary nurse may file grievances under this Article, except that issues relating to discipline, including discharge, of a probationary nurse shall be determined exclusively by the Hospital and shall not be subject to this Article.

7.2 Grievance Procedure.

Step 1. A grievance must be presented in writing to the nurse's unit or department manager or designee within twenty-one (21) calendar days from the date the nurse was or should reasonably have been aware that a grievance existed. If a nurse presents a grievance hereunder, the grievance shall include, to the best of the nurse's understanding, a description of the problem and the contract provisions thought to be violated. A grievance relating to pay shall be timely if received by the Hospital within twenty-one (21) calendar days after the payday for the period during which the grievance occurred. In the event of an issue concerning a discharge, the issue must be presented within seven (7) calendar days following termination.

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

Step 2. If the grievance is not resolved at Step 1, it may thereafter be presented in writing to the Vice President for Patient Care within ten (10) calendar days from receipt of the department manager's reply or the date such reply was due in Step 1. The Vice President shall

then meet within fourteen (14) calendar days with the nurse and a representative of the Association, if the nurse so desires, to resolve the matter, and shall reply in writing within ten (10) calendar days after the meeting.

Step 3. If the grievance is not resolved at Step 2, it may thereafter be presented in writing to the Administrator or his/her designee for consideration and determination within ten (10) calendar days after receipt of the Vice President's response or, if the Vice President's response is not received within that period, within ten (10) calendar days after the expiration of time allotted in Step 2 for the Vice President's response. The Administrator or designee shall meet within fourteen (14) calendar days with the nurse and a representative of the Association to resolve the matter and shall reply in writing within ten (10) calendar days after the meeting.

Step 4. If the grievance is not resolved at Step 3, the Association may thereafter present it to an impartial arbitrator for determination by giving the Hospital written notice within twenty-one (21) calendar days after receipt of the Step 3 reply of the Association's intent to refer the matter to arbitration.

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

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

7.5 Arbitration Procedure. The Hospital and the Association shall, within a reasonable period of time after the grievance is submitted for arbitration, attempt to select a mutually acceptable arbitrator. In the event that the parties cannot agree, the Federal Mediation and Conciliation Service shall be jointly requested to submit a list of seven (7) names from which each representative shall alternately strike one name until only one name remains; this person shall be selected to arbitrate the matter.

7.5.1 The decision of the arbitrator shall be final and binding on both parties. It shall be announced in writing to the parties within thirty (30) days

following the hearing of the arbitration. The expenses of the arbitration shall be borne equally by the Hospital and the Association. Each party shall bear the expenses of its own representation and witnesses.

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

ARTICLE 8 – HOURS OF WORK

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

8.2 Work Schedules. Work schedules shall be posted by the 20th of the month in advance of the applicable monthly work cycle. If the 20th falls on a weekend or holiday, work schedules shall be posted on the following work day. Regular full and part-time nurses shall routinely be scheduled the nurse's positioned hours and shift(s), unless otherwise requested or agreed to by the nurse or otherwise permitted by this Agreement. It is further understood that nurses with a .9 FTE status may be scheduled up to an additional four (4) hours in a week, limited to mandatory inservice and/or to continue current scheduling practices in accordance with Section 8.1. For scheduling purposes, regular and relief nurses, upon request, shall have first priority for available extra shifts before traveler and temporary nurses. Nurses must submit any scheduling requests at least ten (10) days prior to the posting date.

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

8.2.2 The Hospital shall not schedule a nurse to work more than five (5) consecutive days for eight-hour scheduled shifts, four (4) consecutive days for nine or ten-hour scheduled shifts, and three (3) consecutive days for twelve-hour scheduled shifts, upon the nurse's written request. This provision shall not apply to scheduled call. It shall also not apply when the number of written requests from nurses on a unit precludes the scheduling of nurses at sufficient staffing levels.

8.2.3 Nothing herein shall be construed as limiting or discouraging the current practice of allowing, subject to management approval, preliminary and unofficial self-scheduling by regular nurses of posted work schedules on particular units, and self-scheduling by nurses who are in positions or who assume approved responsibilities for specific clinical service assignments. Current practices for the self-scheduling of administrative time, committee participation, educational opportunities and work in excess of the nurse's work period or work shift shall also continue, subject to management approval.

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

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

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

8.4 Meal and Rest Periods. Nurses shall receive an unpaid meal period of no less than one-half (1/2) hour during a scheduled shift of six (6) hours or more. During the unpaid meal period, the nurse must be completely relieved from duty, but it is not necessary that the nurse be permitted to leave the premises if he or she is otherwise completely freed from duties. Where feasible, nurses shall also receive one fifteen (15) minute paid rest period for each full four (4) hour work period.

8.5 Orientation and Skills Maintenance. When a nurse is newly hired or transferred to a unit or department, the Hospital will provide the nurse with orientation to the new position and unit/department to the point of competency. In determining the individualized orientation and length of orientation for the nurse, the Hospital will, in consultation with the nurse and the nurse's preceptor, if any, take into consideration the nurse's previous clinical experience, skills and expressed needs.

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

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

8.7 Floating. Nurses may, at the Hospital's option, be required to float as needed to units to which they have been sufficiently cross-oriented. Nurses shall not be required to float to any unit to assume a primary patient care assignment unless they have completed sufficient unit orientation to competently perform the assignment. Nurses may, at the Hospital's option, be required to float to units to assume non-primary patient care assignments within their competency. A nurse may request reorientation to any unit to which he or she is required to float if the nurse has not worked in that unit for more than six (6) months. Floating shall be made available equitably among similarly situated nurses. Qualified volunteers will be floated first. The Hospital will make a good-faith effort to notify each nurse required to float from his or her scheduled unit at least one hour prior to the start of the nurse's shift.

8.8 Report Pay. A nurse shall be paid a minimum of three (3) hours at his or her regular rate of pay if the nurse reports for work on an assigned work day and the Hospital has not made a reasonable effort to notify the nurse by telephone (by calling the nurse at home or at another single alternative phone number designated by the nurse and, if there is a message machine, leaving a message) at least one (1) hour before the scheduled shift that he/she should not report. This provision shall not apply if the nurse waives entitlement to the three-hour minimum or if the non-utilization of the nurse is caused by an act of God, utility failure or similar occurrence. It is the responsibility of the nurse to notify the Hospital of his/her current address and telephone number; failure to do so shall excuse the Hospital from the notification requirement and payment of the three-hour guarantee.

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

8.10 Holiday Pay. If a nurse is scheduled or requested by the Hospital to work on any of the following holidays, he/she will be paid one and one-half (1½) times his/her regular hourly rate of pay for all time worked on the holiday (0001-2400):

New Year's Day
President's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

In addition, night shift nurses will be paid at the premium rate of one and one-half (1½) the nurse's regular rate of pay for each complete shift that begins or ends on Christmas Day. Hours worked on a holiday will count toward hours worked when computing overtime.

8.11 Work on Day Off. Work performed by regular nurses at the Hospital's request, which was not scheduled on the nurse's work schedule at the time of posting, shall be paid at the rate of time and one-half the regular rate of pay. This provision, however, shall not apply if (1) a nurse has taken unscheduled time off during the same week in which the unscheduled shift is worked, or (2) a nurse is receiving cross-orientation to another unit, unless at the Hospital's request.

8.12 Temporary Assignments. A nurse may, with the nurse's consent and consistent with other job bidding provisions of the Agreement, be assigned temporarily to a bargaining unit or non-bargaining unit position for a maximum of six (6) months. A nurse may also, with the nurse's consent, be assigned charge nurse responsibilities on a temporary basis. A nurse may not unreasonably refuse any such assignment.

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

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

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

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

ARTICLE 9 – COMPENSATION

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

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

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

9.4 Shift Differential.

9.4.1 Twelve-hour shifts. A nurse who works a twelve (12) hour shift that begins no earlier than 0700 and no later than 0900 shall receive no evening or night shift differential, except that a nurse who works two (2) or more hours beyond the scheduled shift shall be paid an evening shift differential of \$1.75 per hour for all hours worked beyond the scheduled shift. A nurse who works a twelve (12) hour shift that begins no earlier than 1200 and no later than 1400 shall receive the evening shift differential for all hours worked on the shift, except that a nurse who works two (2) or more hours beyond the scheduled shift shall be paid a night shift differential of \$3.50 per hour for all hours worked beyond the scheduled shift. A nurse who works a twelve (12) hour shift commencing at 1900 shall receive the night shift differential for all hours worked, including hours worked into the day shift. The parties shall mutually

agree in writing to the appropriate application of shift differential to other non-standard twelve (12) hour shifts prior to their initiation.

9.4.2 All other shifts. A nurse who works a shift with a majority of hours between 3:00 p.m. and 11:00 p.m. shall be paid an evening shift differential of \$1.75 per hour for all hours worked. A nurse who works a shift with a majority of hours between 11:00 p.m. and 7:00 a.m. shall be paid a night shift differential of \$3.50 per hour for all hours worked. All other shifts shall be referred to as a day shift. A nurse who works two (2) or more hours beyond his or her scheduled day shift shall be paid evening shift differential for all hours worked beyond the shift. A nurse who works two (2) or more hours beyond his or her scheduled evening shift shall be paid night shift differential for all hours worked beyond the shift. Any nurse who works beyond his or her scheduled night shift shall continue to be paid at the night shift differential rate.

9.5 Charge Nurse Differential. A nurse in a charge nurse position shall be paid a differential of \$1.85 per hour for all compensated hours in addition to the nurse's regular hourly rate of pay. Other nurses when temporarily assigned to perform relief charge nurse duties shall be paid a differential of \$1.40 per hour in addition to the nurse's regular hourly rate of pay while performing as a relief charge nurse.

9.6 Temporary Assignments. Nurses assigned temporarily to coordinate a unit's day-to-day activities in a manager's absence shall receive a differential of \$1.85 per hour. Nurses assigned temporarily to perform Relief House Supervisor duties shall receive a differential of \$1.70 per hour. Nurses receiving a differential under this Section shall not be concurrently eligible for a charge nurse differential under Section 9.5.

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

9.7.1 Compensation. A nurse placed on on-call status shall be paid \$4.00 per on-call hour. A nurse placed on on-call status during any holiday designated in Section 8.10 shall be paid \$5.00 per on-call hour. Nurses who work in the Operating Room (OR) shall be paid \$5.00 per hour for all on-call hours in excess of eighty (80) hours in a pay period. Call pay ceases when the nurse reports to work on callback in accordance with Section 8.9.

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

9.7.3 Telephone consultation. Telephone consultation (including documentation of telephone contact) that is necessary for the guidance of personnel on duty, for telephone conferences and/or for patient evaluation or advice, and that is in excess of fifteen (15) cumulative minutes while the nurse is on-call, shall be considered hours worked and shall be compensated at the applicable

rate of pay. Nurses are responsible for duly and accurately recording all such working time.

9.8 Preceptor Pay. Nurses, including charge nurses, assigned as preceptors shall receive a differential of \$1.00 for each hour that the nurse is assigned to perform the duties of a preceptor, and for each preceptee assigned to the preceptor. Each nurse in a formal preceptor program will be assigned a preceptor for all hours worked as a preceptee. Nurses shall qualify for preceptor pay when each of the following conditions is met:

1. The preceptee requires training that falls outside of the core competencies of a registered nurse as defined by the Hospital's core competency checklist.
2. The preceptee is training for the purpose of achieving a performance level that enables him or her to work in a primary capacity in the department.
3. The preceptee is working within the maximum number of preceptor hours either as defined prior to the beginning of the preceptorship or as later redefined by the manager of the department in which the preceptee is training.

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

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

9.10 Advanced Education/Certification Pay. Nurses holding and maintaining a nationally recognized and approved Advanced Certification that is listed on Appendix B hereto shall receive an hourly differential of fifty cents (\$.50) for all compensated hours. In addition, nurses who have acquired a BSN or other post-graduate degree in a health-related field and have supplied proof of this degree to the Hospital shall receive an hourly differential of fifty cents (\$.50) for all compensated hours. To qualify for initial eligibility or continuing eligibility for the certification premium under this paragraph, the individual nurse must present proof of initial or continuing certification to Human Resources by the renewal date. Payment of the premium certification shall commence on the date of presentation.

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

9.12 Payroll Records. For each pay period, the Hospital shall provide to each nurse a pay stub or its electronic equivalent which specifies amount paid, number of hours worked, applicable deductions, and accrued and utilized earned time.

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

9.14 Float Differential. Nurses who are required to float as needed from their home unit to another unit to which they have been sufficiently cross-oriented shall receive a float differential of \$1.00 per hour while working in the unit to which they have floated. For purposes of this provision, "unit" refers to Med/Surg, OB, ICU, Surgical Services, ER, Long Term Care, Home Health, and Physician Clinics.

9.15 CARE Award Plan. Bargaining unit nurses will be eligible to participate in the Hospital's Caregivers Achievement Reward Earned (CARE) Award plan, in accordance with the terms of the plan as determined by the Hospital in its sole discretion, to the same extent and for as long as the plan applies to all other employees of the Hospital.

ARTICLE 10 – PAID TIME OFF

10.1 General Provisions. The Hospital's Paid Time Off (PTO) plan provides compensated time off for nurses to use when absent from work, including optional use for low census. All regular nurses (but neither relief nor temporary nurses) are eligible for PTO.

10.2 Accrual. PTO shall be accrued on all compensated and low census hours, including hours compensated as PTO, but excluding on-call hours and hours cashed out pursuant to this Article. Full-time nurses who are regularly scheduled less than 40 hours per week shall be credited weekly with a maximum of four (4) hours, for purposes of PTO accrual only, to allow up to 40 hours of PTO weekly accrual. Nurses may accrue up to a maximum of 480 hours. Once a nurse's accrual balance reaches 480 hours, accrual shall stop until the balance is reduced below 480. Eligible nurses shall accrue PTO on the first 2,080 hours per calendar year, at the following rates:

Continuous Length of Service	Rate Times Hours Worked	Full-Time
0 through 1st year	.0981	204 hrs (25.5 8-hr days)
Beginning 2nd year through 4th year	.1058	220 hrs (27.5 days)
Beginning 5th year through 7th year	.1173	244 hrs (30.5 days)
Beginning 8th year through 9th year	.1288	268 hrs (33.5 days)
Beginning 10th year through 19th year	.1404	292 hrs (36.5 days)
Beginning 20th year and thereafter	.1558	324 hrs (40.5 days)

10.3 Use of PTO. PTO may be used as soon as it is earned, up to the amount accrued in the pay period immediately preceding the time off, in accordance with

the provisions of this Article. PTO may not be used in advance of its accrual, on regularly scheduled days off, or to claim pay for time lost due to tardiness. Moreover, time off for vacation purposes may not be taken until successful completion of the probationary period.

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

10.3.2 When PTO is not available. Where a nurse has used all accrued PTO, the nurse's supervisor may, in the supervisor's discretion, approve unpaid time off on a case-by-case basis. Such approval shall not be withheld for legitimate sick or emergency time off requests that do not violate the Hospital's absenteeism policy. When requests for scheduled time off conflict with staffing requirements, preference will be given to PTO requests over requests for time off without pay.

10.3.3 Donation. A nurse may donate a minimum of four (4) hours and a maximum of 250 hours per year of his or her accrued PTO for the benefit of another employee (1) who has a medical hardship and/or (2) who is a member of the Association negotiating committee, subject to the following:

- a. **Medical hardship.** A medical hardship consists of a medical condition of the employee or a family member that will require the member's prolonged absence from duty and will result in a substantial loss of income because the employee will have exhausted all accrued PTO. The nurse desiring to donate PTO for another's benefit must submit a written request with a description of the medical hardship. The Hospital shall review the request for approval based on a determination of whether the standards for medical hardship have been met.
- b. **Negotiating committee.** Hours donated for the benefit of members of the Association negotiating committee will be transferred by the Hospital to committee members as designated by the Association and will be restricted to the time period of negotiations for a successor agreement.
- c. **Irrevocable transfer.** Any hours donated through this process shall be transferred to the other employee on an irrevocable basis.

10.4 Requesting and Granting PTO. Scheduled PTO must, except in unusual circumstances approved by the Hospital, be requested at least one month prior to the earliest calendar month for which such time off is requested. Nurses requesting PTO must submit their requests in writing to the department manager no more than

twelve (12) months prior to the earliest calendar month for which such time off is requested. The Hospital will respond in writing to each such request within twenty (20) days after receipt. The Hospital will not unreasonably deny said request. Consistent with this Article, the Hospital has the right to schedule PTO in a manner that is designed to maintain appropriate numbers and skill levels of bargaining unit nurses to meet anticipated patient care needs. Vacations of more than four (4) weeks are discouraged.

10.4.1 PTO requests shall be granted on the nurse's unit on a first-come, first-served basis. When requests are submitted on the same date, nurses shall, whenever possible, be given the opportunity to accommodate each other's conflicting requests. If the conflicting requests are not resolved, then such requests shall be governed by seniority, except where the more senior nurse has exercised such right of seniority during the preceding two (2) years. PTO requests submitted on a Saturday or Sunday or a recognized holiday shall be considered noticed to the Hospital on the Monday immediately following the weekend or the day following the holiday.

10.4.2 When time off is requested without prior approval due to an emergency or illness, a specific reason for the request must be given. A nurse requiring time off without prior approval and on short notice must contact his/her manager, or designee, as soon as the employee becomes aware of the need, and, if possible, at least two (2) hours prior to the nurse's starting work time. A nurse's failure to comply with this provision will be treated as an improper notification that is subject to discipline. If a nurse is seen in the Emergency Department and then sent home while on duty due to an on-the-job injury, regular wages will be paid for the entire day of injury without requiring PTO utilization.

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

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

10.6 Extended Illness Bank. The existing Extended Illness Bank shall be maintained for current participants. It will not accrue additional hours. Extended illness

pay is available following completion of thirty-two (32) consecutive scheduled hours of absence due to illness or injury, upon the first day of hospitalization or upon the day of any outpatient procedure that requires at least two (2) days off from work.

ARTICLE 11 – LEAVES OF ABSENCE

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

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

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

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

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

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

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

11.5 Return from Leave.

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

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

11.5.3 Worker's compensation. In the event of a leave of absence caused by an on-the-job injury, nurses who do not occupy key/critical positions will be returned to their former position if the leave is for sixty (60) days or less. If the leave is up to twelve (12) weeks, such a nurse shall be reassigned to his or her former or equivalent position, including shift. A nurse returning from such a leave of more than twelve (12) weeks shall be reassigned to his or her former or equivalent position whenever possible. If no such position is available, the returning nurse shall be offered the first available comparable opening for which the nurse is qualified.

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

11.6 Absences with Pay.

11.6.1 Bereavement. Following completion of the probationary period, a regular nurse who has experienced a death in his or her immediate family will be granted up to twenty-four (24) scheduled hours off with pay, with the bereavement leave to begin within fourteen (14) consecutive calendar days from notice of death. In addition, up to one regularly scheduled work week of the nurse, without pay, may be granted at the nurse's request. The regular nurse must utilize accrued PTO and/or unpaid time off allowed under 10.3.1 for such additional time taken, unless the nurse has no accrued PTO or time off without pay option. Immediate family shall be defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, or the step or in-law equivalent of parent, sibling or child. All bereavement leave requests must be approved by the nurse's supervisor prior to the leave. The supervisor

has the right to require proof of death (i.e., a copy of the death certificate) from the nurse. Bereavement will be paid at the nurse's straight time rate of pay.

11.6.2 Jury duty. Non-probationary nurses shall be eligible to receive jury duty pay for serving on jury duty. Jury duty pay will be the difference between the nurse's straight time rate of pay for the scheduled hours missed and the amount received for jury duty. To qualify for jury duty pay, a nurse must present the jury duty summons to his or her supervisor immediately after having received the summons, and thereafter must present documentation from the court of time spent on jury duty. Nurses on jury duty will be assigned to work day shift hours for the period of required jury service. Nurses are required to report for work when not required to be in court, and when jury service ends on any day in time to permit at least two (2) hours of work on the nurse's assigned shift (provided that combined jury and work time will not exceed forty (40) hours per week).

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

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

ARTICLE 12 – SENIORITY, JOB VACANCIES AND WORK FORCE REDUCTIONS

12.1 Seniority. Seniority shall be based on a nurse's length of continuous service with the Hospital. A nurse's seniority shall be computed on the basis of hours paid since the most recent date of hire as a bargaining unit nurse. The Hospital will provide to the Association a seniority list in January and July of each year. Seniority shall be fixed upon issuance of each semiannual list until the next seniority list is issued.

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

12.1.2 Service outside bargaining unit. A nurse who accepts employment in a position outside the scope of this Agreement, and who is later transferred to the bargaining unit without a break in Hospital service, will be credited with his or her previously accrued seniority as a bargaining unit nurse. Such a nurse will accrue PTO at a rate that is based upon total consecutive years of Hospital service, and will receive no less than the wage rate he or she most

recently received as a bargaining unit nurse, and if returned within six months will not be on probationary status as a result of such return to the bargaining unit. If the nurse is returned after six months, the nurse may be placed on a probationary status not to exceed thirty (30) days.

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

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

12.2 Filling of Vacancies. The Hospital shall post vacancy notices for a minimum of ten (10) calendar days. Currently employed nurses who are qualified for the posted position and who apply during the ten-day posting period shall have priority over all external candidates for the position whose qualifications are relatively equal. Copies of existing postings shall be provided, upon request, to the local Association representative. Postings shall identify the unit(s)/department(s), minimum qualifications, and number of hours per week (not a range) of the position. The Hospital will specify the shift or shifts, the number of hours per shift, and the number of shifts per week, for each regularly scheduled position at the time of posting. Candidates for posted positions shall be selected based on qualifications, merit and seniority. If the relevant qualifications of two or more candidates are relatively equal, then the nurse with the greatest seniority shall be selected for the position. Qualifications must be evidenced by documented certifications, educational or workshop credits, and/or demonstrated abilities as evidenced by documented years of satisfactory, exemplary or specialty service, and prior formal documents included in a nurse's personnel file, including performance evaluations. Notwithstanding the foregoing, between two candidates who work primarily in the same unit for which a bargaining unit nurse position (other than a charge nurse position) is posted, the more senior nurse will be selected. All currently employed unsuccessful applicants for a position shall be notified of the hiring decision, which shall include a notation regarding why the applicant was unsuccessful. A nurse selected for a posted position shall assume the duties of the position no later than one full posted work period following the award, unless an alternate transfer date is mutually agreed upon.

12.2.1 Posting/bidding exceptions. No vacancy under this Section will be deemed to have occurred when the Hospital, in its discretion and with the consent of the nurse, decreases the scheduled hours per week of a nurse by no more than two (2) eight-hour shifts or one (1) twelve-hour shift. Moreover, no vacancy will be deemed to have occurred if the Hospital, in its discretion

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

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

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

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

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

12.3.3 Recall. Nurses shall have reemployment rights in the reverse order of layoff. When reemployment is offered by verbal or certified written notice to a

nurse who has been laid off, the nurse will have 72 hours to accept or reject the position(s) offered. If the nurse fails to respond within 72 hours, or if the nurse rejects all positions for which he or she is qualified, the nurse forfeits all further right to recall, and employment with the Hospital will be terminated. It is the responsibility of the laid off nurse to provide the Hospital with his or her current telephone number and/or address where he/she may be reached. Nurses outside the Hospital shall not be hired for a vacancy in the bargaining unit if there is a nurse on the layoff list with the required experience and qualifications and with interest in the vacancy.

12.4 Low Census. In the event of low census, nurses shall be placed on low census in the following order: (1) nurses working at a premium or overtime rate of pay, (2) volunteers, (3) nurses working above their scheduled FTE, (4) relief nurses, and (5) by an equitable system of rotation within a 6-month period among all remaining regular, temporary and traveler nurses, provided the remaining nurses are qualified to perform the available work.

12.4.1 Mandatory low census maximum. The Hospital will limit assignment of mandatory low census to no more than seventy-two (72) hours per nurse per six (6) month period, January-June and July-December. Low census will be considered mandatory only when nurses are sent home or called off before their shift because there is no other available bargaining unit work at the time. Moreover, hours will not count toward the mandatory low census maximum if they (a) are compensated from a nurse's Low Census Bank, or (b) are not posted on the work schedule due to closure of a nursing unit.

If work is available in another nursing unit, nurses will be offered the opportunity to float to that unit in accordance with Section 8.7 of the parties' Agreement. Nurses may also be offered the opportunity to receive cross-orientation in units where they are not yet sufficiently cross-oriented. The Hospital may offer other specific assignments (e.g., work on policies or administrative support) if there are no direct patient care needs. If a nurse requests low census in lieu of (1) floating, (2) cross-orientation to one additional nursing unit pursuant to Section 8.6, or (3) accepting another assignment, then the nurse's low census hours will be considered voluntary and not part of the nurse's mandatory low census maximum.

The Hospital and bargaining unit nurses will share responsibility for minimizing mandatory low census. Nurses will request alternative work before accepting mandatory low census and supervisors will attempt to assign alternative work. The nurse's low census hours will be considered voluntary if a nurse (1) does not request or make himself or herself available for such alternative work or (2) has not initiated a cross-orientation plan in accordance with established protocol.

12.5 Low Census Bank. The Hospital shall maintain in effect a Low Census Bank (“LCB”).

12.5.1 Accrual. The LCB shall be in effect for all regular nurses, who shall accrue .25 hours of LCB for each overtime and scheduled day off hour worked up to a maximum balance of 200 hours.

12.5.2 Use. LCB accrued hours may be used only in the event of low census. Low census for purposes of this provision shall mean that there are no available direct patient care assignments offered for which the nurse is qualified. To be eligible for use of LCB hours, a nurse must have initiated a plan for cross-orientation, in accordance with established protocol, to one additional unit pursuant to Section 8.6.

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

ARTICLE 13 – HEALTH AND WELFARE

13.1 FlexAbility Program. Effective January 1, 2010, all regular nurses shall be eligible, as of the first day of the month following sixty (60) days of employment, to participate in the FlexAbility program offered by the Hospital. Nurses shall be offered benefit options, in accordance with the terms of the FlexAbility program, with regard to medical plan, dental plan, vision plan, long-term disability coverage, life insurance, AD&D insurance, and healthcare and dependent care spending accounts. The Hospital shall forward to the Association any changes in the terms of the FlexAbility program at least ninety (90) days prior to implementation, and shall forward any changes in premium rates at least sixty (60) days prior to implementation.

13.1.1 Premiums. The Hospital shall contribute a dollar amount sufficient to cover one hundred percent (100%) of the premium costs for the In Network plan for nurses regularly scheduled to work at least 32 hours per week, and to cover eighty-two percent (82%) of said premium costs for all tiers of coverage for said employees and their dependents. The Hospital shall also contribute a dollar amount sufficient to cover seventy percent (70%) of the premium costs for the In Network plan for all tiers of coverage for nurses regularly scheduled to work a minimum of 20 but less than 32 hours per week. Nurses who are regularly scheduled to work at least 20 but less than 32 hours per week and who temporarily increase to working 32 hours per week or more for a minimum of twelve (12) weeks shall, beginning the first applicable pay period and continuing for the duration of such higher FTE status, be treated as working at the higher FTE status for premium contribution purposes under this paragraph. To the extent that the premium costs of the other medical insurance options exceed the In Network rates, the nurse shall be responsible for paying the cost of such difference. The Hospital shall also contribute a dollar amount sufficient to cover seventy percent (70%) of the premium costs for the

Dental Basic plan for all tiers of dental insurance coverage for nurses regularly scheduled to work at least 32 hours per week, and fifty percent (50%) of the premium costs for the Dental Basic plan for all tiers of dental insurance coverage for nurses regularly scheduled to work a minimum of 20 but less than 32 hours per week. Nurses shall be responsible for all premium contributions for vision coverage. Nurses who are regularly scheduled to work a minimum of 20 hours per week shall be eligible for long-term disability insurance coverage.

13.1.2 Changes in benefits. In the event that the Hospital does not maintain a substantially equivalent level of benefits under one of its insurance plans, the Hospital shall notify the Association of the proposed new level of benefits for the applicable plan, and shall meet with the Association, upon request, to bargain over the proposed changes prior to their implementation. For purposes of this paragraph, “benefits” refer to benefits offered under the plan design, including how rates are structured between plan options, but excluding rate amounts. “Insurance plans” specifically include the Hospital’s medical plan, dental plan, vision plan, LTD coverage, life insurance, AD&D insurance, and spending accounts. An independent actuary retained by the Hospital shall determine whether a substantially equivalent level of benefits has been maintained. A request to bargain pursuant to the provisions of this subparagraph shall be treated as a re-opener of the terms of Section 13.1 of this Agreement, and the provisions of Article 15 shall be suspended for a period of sixty (60) days following the request to bargain.

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

13.3 Health and Safety. The Hospital and the Association agree to comply with all state and federal regulations pertaining to the health and safety of employees in the workplace. The Hospital will continue its current practice of providing various immunization services to employees free of charge. The parties further agree to promote all practices necessary to assure safety in the workplace and to work collaboratively in developing additional policies and practices to that end. Escorts to a nurse’s vehicle will, when requested, be supplied within a period of time that is reasonable under the circumstances.

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

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

13.6 Meal Discounts. The Hospital shall continue its practice that allows employee meal discounts at the rate of 10%.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT

14.1 Performance Evaluation. Probationary nurses shall receive a performance review no later than the end of the probationary period. Nurses thereafter shall receive performance evaluations on an annual basis. The Hospital may, in its discretion, conduct other clinical performance evaluations. Nurses are encouraged to take an active part in the evaluations and to freely discuss any questions or concerns they may have. The nurse will be shown and required to sign the performance evaluation, to acknowledge review and receipt of the document. The nurse will also have the right to respond in writing to the evaluation within seven (7) days of the review. The nurse's updated competency checklist and performance evaluation will be placed in the nurse's personnel file. A copy of these documents will be offered at the time of evaluation to the nurse.

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

14.3 Education Hours and Fees. The Hospital shall provide each regular, non-probationary nurse thirty (30) voluntary paid education hours during each calendar year. Nurses who become eligible after January 1 will have a pro-rated number of hours for that year. The Hospital shall also provide to each relief nurse who has worked a minimum of 250 hours in the prior calendar year a maximum of fifteen (15) voluntary paid educational hours during the calendar year. The Hospital shall further provide for the full bargaining unit an annual maximum of \$12,000 (\$14,000 as of January 1, 2010) to assist participating nurses in meeting registration fee expenses, and related expenses, up to an individual maximum to be periodically determined by the Conference Committee, for such educational programs. Educational hours may be used for classes offered in Ketchikan or out of town, as well as for approved multimedia educational programs. Although the choice of educational experience under this provision is at the discretion of the nurse, the educational days and funds must be used for bona fide education related to the nurse's position or likely nursing opportunities within the Hospital. An educational experience for which CEU credits are given qualifies as a course for which nurses may take voluntary paid education hours. Approval of educational day requests shall be subject to staffing needs on the date(s) requested and shall not be unreasonably denied. When the full number of educational day requests cannot be approved, preference will be given to the earliest received request(s).

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

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

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

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

ARTICLE 15 – NO STRIKE, NO LOCKOUT

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

ARTICLE 16 – GENERAL PROVISIONS

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

16.2 Past Practices. Unless specifically provided in this Agreement or otherwise documented as a mutual understanding between the parties during its term, past customs or practices shall not be binding on either the Association or the Hospital. Practices of the Hospital which become well established after the implementation of this Agreement, and which affect the terms and conditions of employment of the bargaining unit, shall not be unilaterally discontinued by the Hospital without first bargaining about any such proposed discontinuance with the Association. For purposes of this paragraph, "well established" shall mean that the benefit or privilege

is unequivocal and readily ascertainable as an established practice accepted by both the Association and the Hospital over a reasonable period of time.

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

16.4 Conference Committee. The Conference Committee shall consist of four representatives of the Hospital and four representatives of the nurses who are designated by the Association. The Committee shall be co-chaired by one Hospital representative and one nurse representative, who shall be responsible for establishing a meeting agenda at least three (3) working days prior to each scheduled meeting. In the interest of continuity of personnel, members of the Committee shall serve for a minimum of twelve (12) months and shall use their best efforts to attend every scheduled meeting. The Committee shall meet a minimum of once every two (2) months. The nurse representatives in attendance shall be compensated for the duration of the Committee meeting, up to a maximum of two and one-half (2 ½) hours. Members of the Committee at such meetings shall have the authority to make decisions on behalf of their respective constituencies. The Committee is expected to clarify contract interpretations, address workplace issues as they arise, and reach new agreements when appropriate. The Committee is also expected to address nursing practices in an advisory capacity, the scope of which will include, but not be limited to, the orientation and cross-orientation of nursing personnel, staffing issues and patient care delivery, and nursing continuing education programs. No less than 50% of the Committee's meeting time shall be devoted to nurse practice issues.

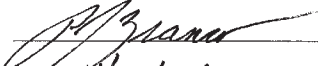
16.5 Staffing Issues. Nurses are encouraged and expected to notify their supervisor and/or manager of staffing issues. To report staffing issues in writing, nurses must utilize the mutually agreed electronic form entitled KGH Staffing/Patient Concerns. Upon completion, the electronic form automatically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


ARTICLE 17 – DURATION AND TERMINATION


17.1 Duration. This Agreement shall be effective as of the first full payroll period following October 1, 2009, and shall remain in full force and effect through November 30, 2012, and from year to year thereafter unless notice is served as hereinafter provided.

17.2 Notice of Modification or Termination. If either party wishes to modify or terminate this Agreement, it shall serve notice of such intention upon the other party no more than one hundred twenty (120) days and no less than ninety (90) days prior to the expiration or subsequent anniversary date of this Agreement. In the event that notice of modification only is provided, the terms of this Agreement shall remain in effect and shall thereafter be terminated only upon written notice of termination provided by either party.

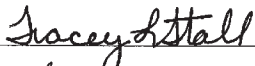
KETCHIKAN GENERAL HOSPITAL ALASKA NURSES ASSOCIATION






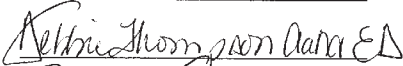


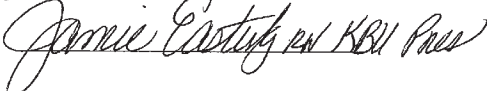
Brett M. Humbler





Ann Farris





APPENDIX A – WAGE RATES

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

	October 1, 2009	October 1, 2010	October 1, 2011
Base	26.51	27.04	27.72
Step 1	27.31	27.86	28.55
Step 2	28.14	28.70	29.42
Step 3	28.99	29.57	30.31
Step 4	29.86	30.45	31.21
Step 5	30.75	31.37	32.15
Step 6	31.67	32.31	33.11
Step 7	32.62	33.28	34.11
Step 8	33.60	34.27	35.13
Step 9	34.61	35.30	36.19
Step 10	35.65	36.37	37.28
Step 11	36.19	36.91	37.83
Step 12	36.70	37.44	38.37
Step 13	37.27	38.01	38.96
Step 14	37.82	38.58	39.55
Step 15	38.39	39.16	40.14
Step 16	38.96	39.73	40.73
Step 17	39.55	40.34	41.35
Step 18	40.14	40.94	41.96
Step 19	40.73	41.55	42.59
Step 20	41.34	42.17	43.22
Step 21	41.75	42.59	43.65
Step 22	42.17	43.02	44.09

APPENDIX B – LIST OF CERTIFICATIONS

	Accredited Program/Title	Approved Certifying Body
Ambulatory Care Nursing	RN-BC	ANCC (American Nurses Credentialing Center)
Case Management	RN-BC	ANCC (American Nurses Credentialing Center) Or Commission for Case Management Certification
Critical Care	CCRN	ANCC (American Nurses Credentialing Center)
Diabetes Educator	CDE	NCBDE (National Certification Board for Diabetes Educators)
Emergency Nursing	CEN	BCEN (Board of Certification for Emergency Nursing)
Gerontological Nurse	RN, BC	ANCC (American Nurses Credentialing Center)
Home Health Nurse	RN, BC	ANCC (American Nurses Credentialing Center)
Infection Control	CIC	CBIC (Certifying Board of Infection Control and Epidemiology)
Inpatient Obstetrical Nursing	INPT	NCC (National Certification Corporation)
Lactation Consultant	RLC-Registered Lactation Consultant	IBLCE (International Board of Lactation Consultant Examiners)
Maternal Newborn Nursing	MN	NCC (National Certification Corporation)
Medical-Surgical Nursing	RN, BC	ANCC (American Nurses Credentialing Center)
Oncology	AOCN-(Advance Oncology Certified) CPON-(Certified Pediatric Oncology Nurse) OCN-(Oncology Certified Nurse)	ONCC (Oncology Nursing Certification Corporation)
Pain Management	RN-BC	ANCC (American Nurses Credentialing Center)
Pediatric Nurse	RN, BC CPN	ANCC (American Nurses Credentialing Center) Or NCBPNP (Pediatric Nursing Certification Board)
Perianesthesia Nursing	CAPA	ABPANC (American Board of Perianesthesia Nursing Certification)
Perioperative Nursing	CNOR CRNFA	CCI (Competency & Credentialing Institute)

Progressive Critical Care Nursing (PCCN)	PCCN	AACN (American Association of Critical Care Nurses)
SANE "A"	SANE-A	IAFN (International Association of Forensic Nursing)
Telephone Triage – only for nurses who work primarily in Physician Clinics	TNP	NCC (National Certification Corporation)
Wound – Ostomy	CWOCN CWCN COCN CCCN	WOCNB (Wound, Ostomy, Continence Nursing Certification Board)

**MEMORANDUM OF UNDERSTANDING
Nurse Educator**

The Hospital will post a new bargaining unit position of nurse educator no later than June 1, 2007. The position will be posted as an eight (8) hour per week position in the education department. The nurse educator position is being created to enhance the coordination of opportunities and funds for registered nurses employed at the Hospital. Nurses will be asked to provide input on the job description for this position.

Flexible self-scheduling by the nurse educator will be permissible, subject to the .2 FTE budgeting for this position. Such flexible scheduling shall not result in the nurse educator working at a premium rate of pay.

ALASKA NURSES ASSOCIATION

KETCHIKAN GENERAL HOSPITAL

By: Jamie Eastlyen Pres. KBW By: Kedell S.
 Date: 9-30-09 Date: 9-30-09

By: Abbie Thompson Dana ED
 Date: 10-4-09

MEMORANDUM OF UNDERSTANDING
Mandatory Training

Nurses are responsible for the timely completion of training requirements identified on their individual personalized list accessible to them in the Hospital's electronic Employee Information Center. All such requirements must be completed on an annual basis no later than October 1. The nurse educator will, no later than September 1, provide written notice to individual nurses of requirements they still need to complete by the October 1 deadline. If a nurse due to scheduling demands foresees difficulty in meeting the requirements by the deadline, the nurse is encouraged to discuss with his or her manager arrangements to assure meeting the deadline on a timely basis. A nurse will not be entitled to a scheduled wage increase until the nurse completes all such requirements.

ALASKA NURSES ASSOCIATION

KETCHIKAN GENERAL HOSPITAL

By: Jamie Eastery, RN, MBA, Pres By: Herbell S.
Date: 9-30-09 Date: 9-30-09

By: Debbie Thompson, RN, Ed
Date: 10/4/09

MEMORANDUM OF UNDERSTANDING
Credit for Prior Experience

Ketchikan General Hospital ("Hospital") and the Alaska Nurses Association ("Association") hereby enter into the following agreement for the purpose of providing additional recognition to registered nurses for their years of similar, continuous and recent experience prior to being employed by the Hospital.

1. In accordance with Section 9.3 of the parties' Agreement, nurses currently employed by the Hospital have generally been credited during the past several years at their time of hire with one-half (1/2) of their years of prior continuous recent experience in nursing. In the interest of ultimately providing full year-for-year credit for such prior experience, the Hospital and the Association agree to the following process for currently employed nurses who have not received 100% credit for continuous prior nursing experience.
2. Nurses currently employed by the Hospital as of the effective date of this Agreement will have a one-time opportunity to request that they be placed at a higher step(s) based on their prior experience. Written notification of the process for submitting such requests shall be provided to nurses no later than October 31, 2009. Requests must be accompanied by documentation that describes the experience for which the nurse is seeking credit. Requests must be submitted no later than sixty (60) days following the receipt of written notification from the Hospital of the process for submitting such requests. After this 60-day period expires, the opportunity for current nurses to be upgraded to a higher step will expire.
3. When considering such nurses' requests, the Hospital will utilize the same set of criteria that it uses for the step placement of new nurses pursuant to Section 9.3, including the definition of similar, continuous and recent nursing experience prior to employment as "relevant clinical nursing experience, as determined by the Employer, without a break of more than one (1) year in nursing experience that would reduce the level of nursing skills, also as determined by the Employer."
4. Based on such consideration, the Hospital will for each request make a determination of additional prior nursing experience to be credited in order to give the nurse full (100%) credit. The Hospital will make decisions on all requests submitted no later than thirty (30) days following the deadline referenced above for submittal of requests. The Hospital will provide in writing to each nurse notice of its decision. The effective date for the commencement of administering such additional credit ("Effective Date") will be the beginning of the first full payroll period following thirty (30) days after the decision on all requests.
5. Nurses entitled to additional credit as a result of this process will receive credit on the date the nurse is eligible to advance to the next step. Such additional credit will be given in full year amounts only (not partial years). The Hospital will provide all credit that is due under this process within three (3) years following the Effective Date, as follows:

- A credit of one (1) year will be provided within the 1st year following the Effective Date.
 - For a credit of two (2) years, one year's credit will be provided during the 1st year and the other year's credit will be provided during the 2nd year following the Effective Date.
 - Credits of more than two (2) years will be provided equally over the three years following the Effective Date. If the number of years' credit is not equally divisible by three, then the excess remaining years will be credited either in the 1st year or in the first two years.
6. Nurses employed as of September 30, 2009, who thereafter terminate their employment and are subsequently rehired at the Hospital, will be rehired at the same pay step they had occupied prior to their termination and will receive credit for additional years of similar, continuous and recent nursing experience solely in accordance with this memorandum.

ALASKA NURSES ASSOCIATION

KETCHIKAN GENERAL HOSPITAL

By: Jamie Eastuf RN Pres KBU
 By: 9-30-09
 Date: Hebelle S.
 Date: 9-30-09

By: Debbie Thompson RN ED
 Date: 10-4-09

MEMORANDUM OF UNDERSTANDING
Electronic Medical Records Training and Staff Meetings

1. All nurses hired into a unit utilizing electronic medical records (EMR) will receive a minimum of four (4) hours of core EMR training. Nurses in core EMR training will have no patient assignments. Additional training will be provided on an individual basis, including situations when nurses transfer into a new department, to meet EMR competency criteria. Nurses will not have patient assignments during their initial exposure to EMR training on their units until determined otherwise by the preceptor/EMR trainer and unit manager in their discretion.
2. The Hospital will establish a Task Force composed of Super Users of EMR from M/S, ICU, ED, LTC, OB, Clinics, OR and HH. The Task Force will, no later than November 30, 2009, set EMR competency criteria and a skills check-off list for each unit. In establishing competency criteria, the Task Force will consult with Community Health Records and with each unit manager and will consider training materials that have been developed in other PeaceHealth regions. The Task Force will, no later than December 31, 2009, develop a plan for implementation of the additional training beyond core EMR training, in consultation with each unit manager.
3. Nurses on a unit who are assigned to administer EMR training for other employees, and who are not already receiving preceptor pay pursuant to Section 9.10, shall receive a differential of \$1.00 for each hour that the nurse is engaged in such training.
4. The Hospital further agrees that mandatory staff meetings will be held on each unit at least every three (3) months.
5. The provisions of this Memorandum of Understanding will expire upon expiration of the parties' Agreement, unless agreed otherwise.

ALASKA NURSES ASSOCIATION

KETCHIKAN GENERAL HOSPITAL

By: Jamie Eastuf RN Pres KBU By: Hebelle S.
 Date: 9-30-09 Date: 9-30-09

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By: Debbie Thompson RN ED
 Date: 10-4-09

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