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APPENDIX A

A1. COUNTER Effective with the first (1st) full pay period beginning after ~~ratification~~ **July 1st, 2026** of this Agreement, ~~Employees will be placed on the appropriate step as of their first date of employment, and every year thereafter they shall advance one step up the wage scale on the anniversary of that date. Step advancements are in the wage tables below. steps five (5) ten (10) through thirty (30) twenty (20) shall increase two and one tenth percent (2.10%) one and three fourths percent (1.75%) one and two tenths percent (1.2%) between each step. Steps ten (10) through thirty (30) shall increase one percent (1.0%) between each step.~~

Effective with the first (1st) full pay period beginning after ~~ratification of this Agreement, July 1st, 2026, rates of pay shall be adjusted by seven percent (7%) all steps shall receive a twenty dollar (\$20.00) fifteen dollar (\$15.00) ten dollar (\$10) increase,~~ as follows:

Start		Hourly
		~~\$45.61~~
After	1 Yr	~~\$48.29~~
After	2 Yrs	~~\$50.19~~
After	3 Yrs	~~\$51.71~~
After	4 Yrs	~~\$53.59~~
After	5 Yrs	~~\$55.99~~
After	6 Yrs	~~\$56.81~~

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After	7 Yrs	~~\$57.61~~
After	8 Yrs	~~\$57.89~~
After	9 Yrs	~~\$58.66~~
After	10 Yrs	~~\$58.88~~
After	11 Yrs	~~\$58.88~~
After	12 Yrs	~~\$59.96~~
After	13 Yrs	~~\$59.96~~
After	14 Yrs	~~\$60.68~~
After	15 Yrs	~~\$60.68~~
After	16 Yrs	~~\$61.91~~
After	17 Yrs	~~\$61.91~~
After	18 Yrs	~~\$62.56~~
After	19 Yrs	~~\$62.56~~
After	20 Yrs	~~\$63.89~~
After	21 Yrs	~~\$63.89~~
After	22 Yrs	~~\$65.17~~
After	23 Yrs	~~\$65.17~~
After	24 Yrs	~~\$65.17~~
After	25 Yrs	~~\$65.81~~
After	26 Yrs	~~\$65.81~~
Start		Hourly
After	27 Yrs	~~\$67.13~~
After	28 Yrs	~~\$67.13~~
After	29 Yrs	~~\$67.13~~
After	30 Yrs	~~\$68.49~~

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A2. Effective with the first (1st) full pay period beginning after July 1, 20~~24~~**27**, rates of pay shall be adjusted by ~~four percent (4%)~~**six percent (6%)** as follows:

~~**A3.** Effective with the first (1st) full pay period beginning after July 1, 2025, rates of pay shall be adjusted by four percent (4%) as follows:~~

L. COUNTER Experience - Effective on ratification of this Agreement, a nurse will be hired at the wage step that reflects the nurse's total current experience ~~relevant to the nurse's position~~ as a Registered Nurse, as determined ~~by the Hospital~~ in **Appendix B**. A nurse will progress to the next wage step under paragraph A above on ~~in~~ the first full pay period following the nurse's anniversary date after completion of the requisite number of years of experience (e.g., ten (10) years).

1.

C. CCL Float Pool Nurses - Float Pool nurses will be paid on the same pay scale as other bargaining unit nurses (noted in Section A above), plus four dollars (\$4.00) an hour. Float Pool nurses who are competent in at least four (4) clinical nursing specialties, as determined by the Employer through its periodic competency evaluations, will be paid six dollars (\$6.00) per hour above the nurses' straight-time rate of pay.

~~**WITHDRAW** Longevity Differential – A nurse who is at step thirty (30) shall receive a longevity differential of three and a half percent (3.5%) two and a half percent (2.5%) one percent and two tenths (1.2%) every year on their anniversary date of hire.~~

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F. Shift Differentials

1. **CCL** Nurses working on the evening shift will receive three dollars (\$3.00) per hour in addition to the appropriate hourly rate set forth in paragraph A above. Evening shift is defined as any shift in which a majority of hours are scheduled after 2:30 p.m.
2. **COUNTER** Nurses working on the night shift will receive ~~six dollars (\$6.00)~~ ~~fifteen dollars and fifty cents (\$15.50)~~ ~~twelve dollars (\$12.00)~~ ~~eleven dollars (\$11)~~ ~~ten dollars (\$10)~~ per hour in addition to the appropriate hourly rate set forth in paragraph A above. ~~Nurses with two (2) or more years of experience shall receive seventeen dollars and fifty cents (\$17.50)~~ ~~fifteen dollars (\$15.00)~~ ~~thirteen dollars (\$13)~~ ~~per hour.~~ ~~Effective the first full pay period following July 1, 2027 this rate will increase to twelve dollars (\$12.00) per hour.~~ Night shift is defined as any shift in which a majority of hours are scheduled after 9 p.m.

G. Relief Charge Nurse - Nurses who are assigned to work as Relief Charge Nurse will receive ~~three dollars and fifty cents (\$3.50)~~ ~~seven dollars (\$7.00)~~ ~~(five dollars (\$5.00))~~ four dollars (\$4.00) per hour for that work in addition to the appropriate hourly rate set forth in paragraph A above.

H. Preceptors - Nurses ~~delegated or~~ assigned to work as preceptors ~~for newly employed RN's and senior practicum students~~ will be compensated ~~two dollars (\$2.00)~~ ~~four dollars and fifty cents (\$4.50)~~ four dollars (\$4.00) per hour in

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addition to the appropriate hourly rate of pay set forth in paragraph A above and other applicable differentials. **A nurse who is not assigned as a preceptor nurse for a preceptee but who is assigned by nursing management and accepts the short-term responsibility for performing all preceptor functions of a temporarily unavailable preceptor nurse will receive the same additional compensation for the duration of the assigned short-term responsibility.**

I. Standby - The following standby policies apply:

6. Nurses for whom standby is required (Endoscopy, PACU, Cath Lab, OR) will be paid ~~five dollars and fifty cents (\$5.50)~~ **six dollars and fifty cents (\$6.50)** an hour for all standby hours in that pay period.

M. Weekend Differential - Weekend (defined as Saturday and Sunday for day shift and evening, Friday and Saturday for night shift) differential will ~~continue to~~ be paid at the rate of ~~one dollar and fifty cents (\$1.50)~~ ~~four dollars (\$4.00)~~ ~~three dollars (\$3.00)~~ ~~and twenty-five cents (\$3.25)~~ ~~three dollars (\$3.00)~~ **two dollars (\$2.00) per hour.**

N. CCL Extra/Odd Shift Differentials** - Regular full-time, ~~and~~ regular part-time and ~~per diem nurses~~ who ~~work an extra/odd shift~~ **sign up for an open shift designated in advance by Hospital leadership as eligible for Extra Shift Differential and do so within two (2) weeks of the date a new unit schedule is posted**, ~~as approved in advance by Hospital leadership, earn~~ **will receive** a

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differential of ~~ten dollars (\$10.00)~~ ~~fifty dollars (\$50.00)~~ **thirty five dollars (\$35.00)** an hour **for the hours worked during that open shift. This differential will be in addition to applicable shift differentials. In no case will an open shift be designated as eligible before a new unit schedule is posted or for more than two (2) weeks after a new unit schedule is posted. In no case will an extra shift differential be combined with Short Notice Shift Incentive. If a nurse works an extra shift, but is unable to work a regularly scheduled shift, the extra shift differential will still apply.** Cancellation of extra shifts do not count as a low census day for purpose of rotation.

Regular full-time, and regular part-time who work an ~~extra~~/odd shift, as approved in advance by Hospital leadership, earn a differential of ten dollars (\$10.00) an hour. Cancellation of extra shift do not count as a low census day for purpose of rotation.

P. COUNTER- AFTER PAYMENT OF FINAL 2026 CERTIFICATION BONUS
Certification - Effective following ~~ratification of this Agreement~~ **the first full pay period after December 31, 2026**, a nurse who meets the requirements of this section will ~~be paid bonus in accordance with this section.~~ **receive a certification differential of one dollar and twenty-five cents (\$1.25) per hour worked in addition to the appropriate hourly rate of pay set forth in Section A and other applicable differentials**

- The nurse must have an **accepted** current nationally recognized specialty certification on file with the Hospital for the area where the nurse works at least half (½) of their **budgeted** hours. ~~The certification differential will~~

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~~begin on the first full pay period after the nurse submits proof to the Hospital.~~ Eligibility for the certification payment will cease immediately with the first full pay period following the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date. Certification differential is not available for a credential that is a job requirement of the nurse's position.

a. Float Pool nurses will be eligible for the certification ~~pay~~differential for all hours worked if they have an accepted current nationally recognized specialty certification on file with the Hospital for an area for which the Float Pool nurse is competent and where the Float Pool nurse has chosen to work as one of their primary assignments.

2. Eligibility for the certification ~~payment~~differential will begin the first full pay period after the nurse submits proof to the Hospital of an accepted current certification and will cease immediately~~beginning~~ with the first full pay period following the expiration date of the certification, unless the nurse presents written proof to the Hospital of certification renewal before the expiration date. The Hospital will require nurses to submit verification of valid certifications when needed. ~~If the proof is submitted to the Hospital after the expiration date, the certification differential will be resumed beginning with the first full pay period following the submission.~~

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3. Only one (1) certification will be recognized for purposes of payment under this section, unless the Hospital agrees to recognize more than one (1) certification per nurse.

4. **ACCEPT HMC 8-13-26 PROPOSAL** The following certifications will be accepted by the Hospital for purposes of payment under this section:

~~4. Nurses who meet the above criteria and who complete at least one thousand eight hundred and twenty (1,820) hours per calendar year will be paid a bonus of two thousand dollars (\$2,000) after the end of the last pay period of the year. Nurses who meet the above criteria and who complete between nine hundred and eighty-eight (988) and one thousand eight hundred and nineteen (1,819) hours per calendar year will be paid a bonus of one thousand dollars (\$1,000) after the end of the last pay period of the year. To receive the bonus, a nurse must remain on the payroll through the close of the last pay period of the year. "Hours" for purposes of this paragraph includes (1) hours compensated at straight time rate or above; and (2) involuntary low census hours, and (3) unpaid leave of absence hours that are protected by law. Any nurse who obtained the certification for which the nurse is receiving a certification bonus during the calendar year will have the above-referenced certification bonus pro-rated based upon the date notice of certification is provided to Human Resources by the nurse (pro-ration shall be based upon a three hundred and sixty five (365) day calendar year).~~

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Q. Short Notice Shift Incentive:

2. Short Notice Shift Incentives are available to all bargaining unit nurses. However, only for ~~the~~ per diem nurses ~~who~~ after they have already ~~been scheduled~~ **submitted availability** to work the minimum number of shifts that they are required to work per schedule period under Section 1(C)(5).

R. Break Relief Nurses - The Hospital commits to assigning to each unit or cluster, as defined below, a Break Relief Nurse for the purposes of rest and meal breaks. Break Relief Nurses will relieve RNs with permanent patient assignments for rest and meal breaks. Break Relief Nurses will not have permanent patient assignments.

Units are defined as:

- Critical Care
- Medical/Surgical
- Emergency Department
- ~~Women's and Children's Center~~
- **Labor and Delivery**
- **NICU/Pediatrics**
- ~~Geriatric Psychiatry~~

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Hospital agrees to work on level loading in the PACU, ~~Day Surgery~~, Outpatient Surgery **(TOPS)**, Operating Room, Endoscopy, and Cath Lab for the purpose of breaks. Break coverage in these units will be assessed quarterly in Labor Management meetings.

Nurses who are assigned to work as Break Relief Nurse will receive ~~three dollars (\$3.00) five dollars (\$5.00) four dollars (\$4.00)~~ **three dollars and fifty cents (\$3.50)** per hour for that work in addition to the appropriate rate set forth in paragraph A above.

ARTICLE 4 – PAID TIME OFF

A. Notice and Requesting Time Off

1. **ACCEPT** ~~Nurses~~ Each nurse will **must** request time off ~~in writing or electronically~~ **through the Hospital's designated timekeeping system** in accordance with the nurse's unit guidelines. ~~to their Nurse Manager, as far in advance as possible, up to a year, to aid in appropriate scheduling.~~

2. **ACCEPT** **Nurses must request prescheduled time off (planned or foreseeable PLH and legacy EIH) as far in advance as possible, up to one year in advance. A request may be made even if the nurse does not have sufficient accrued PLH at the time of the request, subject to approval in accordance with Section B(4). Requests for prescheduled time off for a leave of absence may be made in accordance with Article 7, Section B.** Foreseeable

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~~sick leave must be scheduled in a manner that minimally disrupts business operations. Paid time off will be scheduled by mutual agreement between the nurse and Hospital.~~ **Notice of the need for unforeseeable time off (e.g. unexpected emergencies or illness) must be given as soon as possible in accordance with the procedure established by the nurse's unit or department.**

~~2. Nurses may request future paid time off without having the amount of PLH needed accrued at the time of the request, as long as the nurse will have the appropriate amount at the time of leave. Managers shall make unit-wide vacation requests available for nurses to view for planning purposes and transparency.~~

3. AGREE **Except during prescheduled vacation, or approved leaves of absence, nurses are expected to personally provide notice on a daily basis during periods of absence in accordance with the procedure established by the nurse's department or unit.** ~~unless~~ The Nurse Manager may make arrangements for the nurse to **call provide notice** at less frequent intervals due to the nature of the illness.

C. B. Time Off Request Approval or Denial

1. AGREE Paid time off will be scheduled by mutual agreement between the nurse and Hospital. ~~Every consideration will be given in trying to grant~~ **approve** ~~nurses time off when requested. Because of the fluctuation of business, however, there may be times that a request is not granted.~~

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2. The earliest request(s) for time off will be considered first (1st), except that if requests are received on the same date, the request by the nurse with the most seniority will be considered first. **If a nurse's request is denied, the nurse's initial request date will be logged and put on a waiting list based upon the nurse's unit or departments guidelines. If the nurse later resubmits the same request, the nurse will identify the earlier request date will then be used for consideration priority.** ~~If unforeseeable (unexpected emergencies or illness), the first forty (40) hours of PLH and Legacy EIH taken for reasons covered by Oregon Sick Leave will be granted preference over other requests.~~

D. 3. ACCEPT A nurse requesting ~~the use of PLH~~ **prescheduled time off** for vacation purposes will receive a ~~written~~ response from their Nurse Manager or designee through the Hospital's designated timekeeping system within ten (10) days of the ~~written~~ request, or if the Nurse Manager or designee is unavailable at the time the request is submitted, then as quickly as possible, but no later than ten (10) days following the return of the Nurse Manager or designee. A response may be provided by the Nurse Manager's designee during the Nurse Manager's absence. If the request is denied, the ~~written response from the~~ Nurse Manager or designee will ~~include~~provide a ~~statement as to the~~ reason for the denial and a statement that the nurse may have the vacation request reviewed by the next highest supervisor/manager.

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E. 1. MAINTAIN 8-24-26 PROPOSAL Hospital will grant request(s) for prescheduled time off to a minimum of two (2) nurses per shift in the following ~~units~~:

- Emergency Department
- ~~Women's and Children's Center~~
- **Labor and Delivery**
- Critical Care
- Medical Surgical **5th Floor**
- Endoscopy
- ~~Float Pool~~
- PACU/~~Day Surgery~~
- **Infusion Clinic**

2. The Hospital will grant request(s) for prescheduled time off to a minimum of one (1) nurse per shift in the following ~~units~~:

- Cath Lab
- Operating Room
- Outpatient Surgery **(TOPS)**
- Geriatric Psychiatry
- **Medical Surgical** 4 West Unit
- Observation Unit
- **Float Pool**
- **Care Management Department**
- **NICU/Pediatrics**

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The Hospital will make good faith, reasonable efforts to grant time off to additional nurses, if the Hospital determines that patient and staffing needs can be met.

3. **ACCEPT Oregon Sick Leave.** The first forty (40) hours of PLH and/or Legacy EIH used per calendar year for a reason covered by Oregon Sick Leave will be counted as Oregon Sick Leave. The Employer will make a good faith effort to report hours available to use as Oregon Sick Leave hours in a manner accessible to nurses (e.g. through the timekeeping system or on paystubs) by July 2027.

B.E. PLH Eligibility - All regular nurses who are budgeted to work twenty (20) or more hours per pay period ~~earn~~ **accrue** PLH based on hours worked, any PLH and Legacy EIH ~~paid~~ **used (but not cashed out)**, and low-census days/hours ~~up to eighty (80) hours per pay period.~~ The amount of PLH accrued for regular nurses is also based on employment status and months of employment.

F. PLH Accrual (Regular Nurses).

1. PLH is accrued beginning with the commencement of employment and will accrue at the following hourly rates (and estimates of pay period and annual accruals for a full-time employee):

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ONA – HMC Compensation Package	Date of Proposal: 9/23/26
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		Accrual Rate	Hours Per	Hours	Days
Continuous Service		Per Hour	Pay Period*	Per Year*	Per Year*+
Months	Years				
0-59	0-5	~~.1038~~ .1730 .1410	~~8.31~~ 12.46 10.15	~~216~~ 324 264	~~27~~ 22
60-119	5-10	~~.1231~~ .2051 .1730	~~9.85~~ 14.76 12.46	~~256~~ 384 324	~~32~~ 27
120-239	10-20	~~.1423~~ .2371 .2051	~~11.38~~ 17.07 14.76	~~296~~ 443 384	~~37~~ 32
240+	20+	~~.1615~~ .2692 .2371	~~12.92~~ 19.38 17.07	~~336~~ 504 443	~~42~~ 37

* Pay period and annual estimates based on **seventy-two (72)** ~~eighty (80)~~ hours per pay period and **one thousand eight hundred and seventy-two (1,872)** ~~two thousand eighty (2,080)~~ hours per year

+ Estimates based on **twelve**-hour shifts

N. Termination.

- CCL** Upon termination of employment, a nurse will be paid ~~all~~ for up to three hundred and sixty (360) hours of unused PLH at the nurse's straight-time hourly rate of pay, provided that the nurse has completed ninety (90) days of employment. If the first (1st) forty (40) hours of PLH have not been used in the calendar year, a nurse will be paid up to this first (1st) forty (40) hours

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at the nurse's straight-time hourly rate of pay plus shift differentials, and any remaining unused PLH will be paid at the nurse's straight-time hourly rate of pay ~~plus shift differentials~~.

2. Nurses will not be reimbursed for unused Legacy EIH other than in the case of the cash-out provisions as listed above for retirement and total disability.

3. Nurses must not use PLH to fulfill termination notices or to extend employment for benefit purposes. All hours, up to three hundred sixty (360) hours, will be cashed out as of the last day of work.

2. Bereavement Leave - A regular nurse may be granted up to three (3) ~~consecutively scheduled~~ workdays off, up to a maximum of twenty-four (24) hours ~~non-consecutive paid leave from scheduled work time~~, ~~with pay to attend the funeral due to the death~~ of an immediate relative. This pay is from Hospital Administration as an indication of Hospital condolences. ~~Normally, up to one (1) day is given for attending Portland area funerals, with additional time given as necessary for travel or participation in funeral arrangements, as needed.~~

ARTICLE **- INSURANCE BENEFITS

1. **Medical Insurance** - Hospital will offer nurses a medical insurance plan with substantially equivalent benefits to those provided in the base plan currently designated by Hospital ~~as of January 1, 2016~~. Hospital will

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contribute for nurses the same percentage of the monthly premium costs of the base plan designated by Hospital each year as Hospital contributes for other employees participating in the benefit plan, provided however that Hospital will maintain the percentage contribution for nurses within the range set forth below. The remaining cost of the base plan and of other plan options will be borne by the nurse as a payroll deduction. Hospital will provide such benefits directly or by insurance carriers designated by Hospital.

COUNTER

	Full-time	Part-time*
Employee Only	~~90~~ <u>91</u> – 100% ~~95%~~	~~81.5~~ – ~~83~~ <u>87.5%</u>
Employee + Spouse	~~80~~ – <u>87.5%</u>	~~66.5~~ — <u>72.5%</u> ~~77.5%~~
Employee + Child(ren)	~~80~~ – <u>87.5%</u>	~~66.5%~~ — <u>72.5%</u> ~~77.5%~~
Family	~~80~~ – <u>87.5%</u>	~~66.5~~ — <u>72.5%</u> ~~77.5%~~

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MOU Task Force on Health Insurance

COUNTER

The Hospital and the Association agree to convene a health insurance task force for the duration of the parties 2026-202* Collective Bargaining Agreement. ~~The parties have a shared interest in ensuring caregivers and their families have access to quality, affordable health care at a sustainable cost.~~ The purpose of the task force is to share information about employee health insurance, discuss the health insurance benefit, and explore potential health care options ~~including but not limited to a Taft-Hartley health insurance plans.~~ The task force shall be limited to an advisory rather than a decision-making capacity, and will not have authority to make benefits, financial, or operational decisions. ~~The task force will produce an annual report of its activity.~~

The task force shall consist of two (2) members of Hospital management, two (2) Hospital nurses appointed by the Association, two (2) Hospital employees from the AFSCME-represented bargaining unit, ~~union labor representatives,~~ and two (2) non-management Hospital employees who are not in a union-represented bargaining unit. Participation in task force meetings will be considered time worked and paid at the appropriate rate of pay. The task force may agree by consensus to invite guest speakers to provide subject matter expertise at working group meetings.

The task force will meet ~~four (4) times~~ per year ~~for up to two (2) hours or more (if mutually agreed).~~ Meetings may be held in person, virtually, or a hybrid as

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determined by the task force. All participants agree to assume good intentions and conduct task force business in a respectful manner.

This MOU and task force will expire upon expiration of the 2026-202* Collective Bargaining Agreement or commencement of negotiations for a successor agreement, whichever occurs first.

ARTICLE 9 – RETIREMENT PROGRAMS

Maintain 4-2-26 ONA Proposal

ARTICLE 20 – DURATION AND TERMINATION

Maintain 6-4-26 ONA Proposal

ARTICLE 16 – REDUCTION IN FORCE

If Hospital determines that there should be a reduction in force of nurses, the reduction will take place as follows:

- A. Low Census Day** - If Hospital expects a reduction in force within the shift of a unit to last for ~~twenty-one (21)~~ **thirty (30)** continuous calendar days or less, this low-census-day provision applies. Low-census days will be in the following order:
- **Travelers/agency, regardless of contractually paid hours and contractual low census hours**
 - Short notice shift (~~Code sixty-two (62)~~) (will not count for low census days for purposes of rotation)

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- Extra shifts (will not count for low census days for purposes of rotation)
- Volunteers
- ~~• Travelers/agency~~
- Per diems
- ~~• Float Pool nurses~~
- Mandatory by a system of rotation, **including float pool nurses**

New graduates **and specialty training residency program nurses** will not be low censused until they finish ~~twenty-four (24)~~ **eight (8)** weeks of employment and experienced hires will not be low censused until they finish their orientation or introductory period, whichever is longer.

1. Hospital will not impose mandatory low-census on a regular nurse more than a total of ~~sixteen (16)~~ **the hours equivalent to one half of a nurse's regularly budgeted shift per pay period (for example, six hours for a twelve-hour shift, five hours for a ten-hour shift, four hours for an eight-hour shift, or four and a half for a nine-hour shift).** ~~if the nurse commits to voluntarily float outside their unit or cluster in accordance with Article 5, Section M as follows:~~
 - ~~a. Prior to the posting of a six (6) week work schedule, the nurse indicates in accordance with unit procedure their agreement to voluntarily float outside of their unit or cluster for the duration of that work schedule period;~~

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~~b. — Alternatively, the nurse indicates their long-term agreement to voluntarily float outside of their unit or cluster on a form provided by the Hospital for as long as that agreement is in effect. The nurse may end their long-term agreement to float outside of their unit or cluster prior to the posting of a six (6) week work schedule, to be effective at the beginning of that six (6) week work schedule.~~

Nurses may be required to be on standby and be called in as needed for their unit only. Nurses on standby will be paid standby pay in accordance with Appendix A to this Agreement. Nurses on short notice shifts ~~(Code 62)~~ and extra shifts who are canceled, or sent home early, will have the option to be on standby.

2. A voluntary low-census day must be for at least four (4) hours of the nurse's assigned shift to be considered a low-census day for purposes of rotation.

3. Outside nurses will be required to accept mandatory low-census days before full-time, part-time, and per diem nurses who are working on a regularly scheduled shift and who are not in overtime or premium pay status. Day-agency nurses will be sent home before full-time, part-time, and per diem nurses employed under the terms of this Agreement.

4. A nurse will be told at the beginning of the nurse's shift whether the nurse will be needed for any period during such shift. A nurse who is told that the nurse is assigned low census for the first portion of their shift will work the

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assigned portion of the shift at the nurse's regular hourly rate of pay. If the nurse is assigned to be on standby by the Hospital and is subsequently called into work while on standby status, the nurse will be paid according to Appendix A, Section I.2.

B. Layoff - If the reduction in force within the shift of a unit is expected by Hospital to, or actually does, last for more than ~~twenty-one (21)~~ **thirty (30)** continuous calendar days, layoff will be used instead of low census days. At the time that Hospital announces a layoff, Hospital shall orally notify Association at least ~~twenty-one (21)~~ **thirty (30)** days in advance, followed by written notification.

Layoff will be in the reverse order of seniority among the nurses on the shift of the unit affected, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done. The nurse(s) to be laid off under the preceding sentence may go on layoff or, if the nurse(s) has greater seniority than other nurse(s) on the unit, may request to replace the least senior nurse on the same unit in a comparable position. When such a request is made, it will be granted and the least senior nurse on the unit in a comparable position will be laid off, provided that the remaining nurses on the unit and shift are qualified to perform the work to be done.

1. In the event of a layoff under this Section B, a laid-off nurse may request and will be entitled to replace the least senior nurse in Hospital in a comparable position, provided that the laid-off nurse has greater seniority than the other nurse and is qualified to perform the work to be done. In such circumstances, the replaced nurse will be laid off.

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2. Recall from a layoff under this Section B will be in the reverse order of the layoff, provided that the nurse is qualified to perform the work to be done. If a laid-off nurse is recalled to a position that is not comparable to the nurse's position at the time of layoff, the nurse may refuse the recall, which will waive the nurse's recall rights for that assignment. With respect to such a waiver, the nurse's original layoff for lack of work will continue as if no recall had occurred. No per diem will be assigned to the shift on the unit where the layoff actually occurs while nurses from that unit and shift are on layoff, unless qualified laid-off nurses are not available to perform the assignment.

3. Pursuant to Section 15(A)(1)(b) of this Agreement, any recall rights shall end six (6) months after layoff.

C. Severance: Upon notification to the Association of layoffs, the Hospital must bargain with the Association over a severance package, but each ONA represented nurse who is subject to layoff will receive no less than the following severance package:

A cash payment of one (1) week of pay per every year of service, (capped at eight (8) weeks and a minimum of three (3) weeks) and health insurance benefits, at the employee's current enrollment, for three (3) months. The Hospital will continue to pay the employer portion of the monthly premium and nurses interested in continuing coverage will need to elect for COBRA

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insurance coverage and continue to pay their employee portion of the monthly premium.

CD. Definitions - For purposes of this Article, the following definitions apply:

1. A “comparable position” is defined as:

a. Within plus or minus one (1) of the nurse’s regularly scheduled shifts per pay period at the time of layoff (e.g., shifts of eight (8), nine (9), ten (10), or twelve (12) hours);

b. The same shift; and

c. For purposes of Article 16, Section B(2) (recall), including the same unit.

2. “Units” are defined as those listed in Article 1.A (except that ICU/PCU will be considered one unit – Critical Care).

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