

COLLECTIVE BARGAINING AGREEMENT

between

LOURDES MEDICAL CENTER

and

**UNITED STAFF NURSES UNION,
LOCAL 141 UFCW**

January 1, 2009 through December 31, 2010

This Agreement is made and entered into by and between Lourdes Medical Center (hereinafter referred to as the "Medical Center" or the "Employer") and the United Staff Nurses Union, Local 141, chartered by the United Food and Commercial Workers International Union, AFL-CIO (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

ARTICLE 1 – RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative for resident nurses, general duty staff nurses and per diem nurses employed by the Employer excluding supervisory, administrative/management positions and all other employees.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline or discharge regular nurses (*i.e.*, nurses who have completed the probationary period) for just cause; to lay off nurses for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate and change rules, regulations and personnel policies, including policies relating to alcohol and drug testing, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

ARTICLE 3 - UNION MEMBERSHIP

3.1 Membership. All full-time and part-time nurses who voluntarily join the Union during the term of this Agreement must retain their membership in good standing. Good standing is herein defined as the tendering of Union dues on a timely basis. Any nurse who is a member of the Union may voluntarily withdraw from the Union by giving

written notice to the Union by certified mail with a copy to the Human Resources Department of the Employer within the last thirty (30) days prior to the expiration date of this Agreement.

3.1.1 Any nurse who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. In the alternative, the nurse shall be required to pay a monthly amount equal to the Union membership fee to a non-religious charitable fund exempt from taxation under section 501(c)(3) of the Internal Revenue Code. This alternative must be declared in writing by the nurse.

3.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct Union dues only from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

3.3 Bargaining Unit Roster. Quarterly, the Employer shall provide the Union with a list of names, addresses, hire dates, and hourly rates of pay for those nurses covered by this Agreement.

ARTICLE 4 – UNION REPRESENTATION

4.1 Access to Premises. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to nurses' lounges, nursing units or other patient care areas unless advance approval has been obtained from the Director of Human Resources. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb nurses in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Hospital.

4.2 Bargaining Unit Representative. The Union shall have the right to select four (4) nurses from the bargaining unit to function as Bargaining Unit Representatives. The Bargaining Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and the nurse's scope of authority. The investigation of grievances and other Union business shall only be

conducted during non-working times, and shall not interfere with patient care or the work of other employees.

4.3 Bulletin Board. Designated bulletin board space in each nurses' lounge shall be provided for the posting of nursing meetings, announcements and material pertaining to the professional practice of nursing. All materials, prior to posting, must be initialed by the Bargaining Unit Representative or designee and the Human Resources Director or designee.

4.4 Contract. The Employer shall distribute a copy of this Agreement, including cover letter and payroll deduction card, to each nurse presently employed and to all newly hired nurses at time of hire. The cost of printing the Agreement shall be borne by the Union.

4.5 Meeting Rooms. The Union may use Medical Center facilities for meetings of the Local Unit providing the request is made at least two (2) weeks in advance to the Director of Human Resources or designee and space is available. The Union shall be subject to the same policies and conditions applicable to other outside organizations, and the Union agrees that it will not conduct meetings elsewhere within the Medical Center.

ARTICLE 5 - DEFINITIONS

5.1 Resident Nurse. A Resident Nurse is a nurse whose clinical experience after graduation is less than nine (9) months; or a nurse who is returning to practice with no current clinic training or experience. A Resident Nurse shall be under the close supervision of more experienced nurses. Residency shall not normally exceed six (6) months, unless extended for up to an additional three (3) months by the Employer in writing identifying the reasons for the extension and setting forth an action plan to complete the residency requirements.

5.2 General Duty Staff Nurse. A general duty staff nurse is a registered nurse who is responsible for the direct and/or indirect nursing care of the patient.

5.3 Full-Time Nurse. A full-time nurse is a staff nurse who is regularly scheduled to work forty (40) hours within a designated seven- (7-) day period or eighty (80) hours within a designated two- (2-) week period.

5.4 Part-Time Nurse. A part-time nurse is a staff nurse who is regularly scheduled to work less than forty (40) hours within a designated seven- (7-) day period or less than eighty (80) hours within a designated two (2) week period. Part-time nurses shall be classified as follows:

"Part-Time A"	(scheduled 48 or more hours per pay period)
"Part-Time B"	(scheduled less than 48 hours per pay period)

5.5 Probationary Period. The first five hundred twenty (520) worked hours of employment shall be a probationary period for all nurses. Upon successful completion of this period, the nurse shall be considered a regular nurse unless specifically advised in writing by the Employer of an extended probationary period not to exceed an additional three hundred sixty (360) worked hours in duration. During the probationary period, a nurse may be disciplined or discharged without cause or notice and without recourse to the grievance procedure. Nurses subject to the probationary period may access accrued sick leave and shall be eligible for medical/dental insurance coverage at the beginning of the month following three (3) calendar months of employment.

5.6 Per Diem Nurse. A nurse who works during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or nurse absenteeism. Per diem nurses shall receive fifteen percent (15%) above their appropriate rate of pay based upon past experience (Section 9.4) or their prior rate of pay as a regular status nurse. Per diem nurses shall not accrue seniority nor any benefit compensation, except Low Census pay, temporary assignment to a higher position, charge nurse, shift differential pay, holiday pay at time and one-half (1 1/2) if worked, on-call/callback and the weekend differential. A per diem nurse reclassified to regular status shall be given credit for all previous hours worked while classified as per diem for the purpose of determining longevity steps. Regular status nurses who change to per diem status and subsequently return to regular status within one (1) year shall have seniority, sick leave and vacation accruals previously earned as a regular status nurse reinstated excluding the time spent on per diem status.

5.7 Primary Resource Nurse (Charge Nurse). A nurse who is assigned by Nursing Administration specified responsibilities for a designated shift on a hospital unit. It shall be the Employer's prerogative to determine whether or not there will be a primary resource nurse on any particular unit. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments.

5.8 Preceptor. A Preceptor is a regular full-time or part-time nurse who is assigned by the Unit Director the specific responsibility for planning, organizing, teaching, and evaluating the new skill development of a resident nurse employed by the Employer who is participating in the Residency Program and students in an approved nursing preceptor program. A Preceptor normally will not have more than one (1) resident nurse assigned at a time. A Preceptor or Relief Preceptor will be assigned to a designated nurse on a consistent basis until the Resident has successfully completed their rotation, or until the Unit Director and the Preceptor has determined that the nurse is able to function with minimal guidance and support. If in the judgment of the Unit Director an orientee requires strong assistance, guidance, and support beyond that which is normally required for an orientee, the Unit Director may assign a Preceptor to that orientee. Nurses assigned as a Preceptor will have these additional responsibilities considered in their work assignments. Eligibility for Preceptor pay will be determined by the Unit Director. Preceptors shall receive training pursuant to a formal Preceptor Training Program that includes, but is not limited to: the Preceptor's and Resident's Role and Responsibilities, and training in Adult Learning principles and how to apply

those principles. Preceptors are expected to meet the roles and responsibilities of the Preceptor as defined by the Medical Center. It is understood that staff nurses during the ordinary course of their responsibilities will be expected to participate in the general orientation process of new nurses, including providing of informational assistance, support and guidance, and that this shall not be deemed working as a Preceptor and shall not qualify for additional compensation.

5.9 Straight Time Rate of Pay. The straight time rate of pay shall be the base hourly rate, excluding any premium pay, overtime or differential.

5.10 Regular Rate of Pay. The regular rate of pay shall be defined to include the nurse's hourly wage rate, BSN and certification pay, shift differential when the nurse is assigned to work an evening or night shift, and the per diem nurse wage premium.

5.11 Length of Service. For purposes of this Agreement and the method of accruing benefits and seniority, a month shall be defined as 173.3 compensated hours and a year shall be defined as two thousand eighty (2,080) compensated hours to a maximum of two thousand eighty (2,080) compensated hours per year. Hours compensated shall include all actual hours worked and all hours paid for but not worked, exclusive of on-call/callback and report pay.

5.12 House Request. House Request is unpaid hours and occurs when a nurse is not needed due to a one-shift reduction in force. There is no obligation to the nurse to complete any part of the regularly scheduled shift.

5.13 Low Census. Low Census hours are paid hours (see Section 10.3) and occurs when a nurse is regularly scheduled to work and Hospital census is low. Nurse is required to be available via pager or phone.

5.13.1 Call-In. Call-in is paid hours (see Section 10.3) and occurs when a nurse has been placed on Low Census and is called to work during the nurse's regular shift.

5.14 On-Call. On-call hours are paid hours (see Section 10.2) and do not begin until the completion of the nurse's regularly scheduled shift or any earlier release.

5.14.1 Call-Back. Call-back hours are paid hours (see Section 10.2.1) when a nurse who has been placed on call is called back to work outside the nurse's regularly scheduled shift or any earlier release.

ARTICLE 6 - EMPLOYMENT PRACTICES

6.1 Equal Opportunity and Harassment-Free Work Environment.

6.1.1 The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding

nondiscrimination and equal opportunity, and requiring employers to establish and maintain a harassment-free workplace.

6.1.2 A nurse who is subject to, witnesses or suspects any violations of Section 6.1.1 shall immediately report the matter directly to the supervisor. A nurse who is uncomfortable doing so, regardless of the reason, must report the matter to Human Resources. Alternatively, the nurse may report the matter to any shop steward or the Union representative who in turn shall immediately report the matter to the Employer's Director of Human Resources so that the Employer can discharge its legal obligation to timely conduct an appropriate investigation.

6.2 Notice of Resignation. All nurses are strongly encouraged to give at least four (4) weeks' notice of resignation to their appropriate supervisor, but in no event shall a nurse give less than twenty-one (21) days' written notice of resignation. Failure to give notice shall result in loss of accrued vacation pay. The Employer will give consideration to emergency situations that would make such notice by the nurse impossible.

6.3 Notice of Termination. Nurses who have completed the required probationary period shall receive twenty-one (21) days' notice of termination or pay (prorated for part-time nurses) in lieu thereof including any accrued vacation benefits, except in cases of discharge for just cause. All nurses will be offered the opportunity for an exit interview upon termination or resignation.

6.4 Discipline and Discharge. No regular (*i.e.*, non-probationary) full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and/or written reprimands and the possibility of suspension without pay). The concept of progressive discipline shall not be interpreted to require the Employer to go through any specific number of steps (or in any particular order). A copy of all written disciplinary actions shall be given to the nurse. The nurse shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the Employer believes that the nature of the offense requires written warning, suspension and/or discharge. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

6.5 Position Abandonment. Except in circumstances clearly beyond the nurse's control, a nurse who has three (3) no-call, no-show violations, consecutive or cumulative, under the Employer's policy, in any twelve- (12-) month period, will be considered to have abandoned the position. A notice of presumption of abandonment will be sent by first-class mail to the last address reflected in the nurse's personnel file within ten (10) calendar days thereafter, with a copy to the Union.

6.6 Evaluations. All nurses will be formally evaluated in writing prior to completion of the residency or probationary period and annually thereafter. Interim evaluations may

be conducted as may be required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse will be given a copy of the evaluation. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file.

6.7 Personnel Files. Personnel files shall be maintained in the Human Resources Department. Upon written request, a nurse's personnel file will be made available for inspection by the nurse in the Human Resources Office. Copies of Letter of Understanding forms, counseling and warning notices, and evaluations will be maintained in the nurse's personnel file.

6.7.1 Letter of Understanding Forms. Written Letter of Understanding forms shall be used to specify employment status, job title, rate of pay, unit, shift, termination, change of position and leave of absence. Reasons for termination, change in status, change in pay, and leave of absence shall be noted on the form by the Employer and signed by the nurse. The nurse will receive a copy of each Letter of Understanding.

6.7.2 Written Records. Written records shall be readily available for nurses to determine their number of hours worked, low census hours, rate of pay, sick leave accrued and vacation accrued. Any substantive changes in the Medical Center's Personnel or Nursing Policies shall be in writing and such policy changes shall be communicated to nurses.

6.8 Floating. The Employer retains the right to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform, and any disputes concerning such qualifications or training shall be subject to discussion with the Union prior to the administration of discipline. Nurses required to float within the hospital will receive orientation appropriate to the assignment. Orientation will be dependent upon the nurse's previous experience and familiarity with the nursing unit to which such nurse is assigned. Where qualified, per diem nurses will be the first to float.

6.9 GWYN Status. A nurse who is capable of coordinating total nursing care to patients in multiple clinical areas, is proficient in Intensive Care nursing and possesses competency in multiple other clinical areas, and satisfies the other qualifications in the Job Description may qualify for this status. Nurses who meet the GWYN ("Go Where You're Needed") status shall receive a premium of five percent (5%) of their base hourly rate of pay.

6.10 Safety Procedures. Appropriate safety equipment and procedures will be provided to and used by nurses to reduce risk of injury, infection or contagion. Nurses

shall be familiar and act in compliance with Patient Safety Goals; Safety Policies and Procedures; the Risk Management Program; and the Quality Improvement Program as well as any other applicable health and safety policies, processes or programs. Nurses are encouraged to bring their safety concerns to their manager and to the Environment of Care Committee. The Nursing Advisory Committee may make safety recommendations to the Environment of Care Committee.

In accordance with Medical Center policy, any nurse who suspects exposure to an infectious or contagious agent should report it to their Manager/Supervisor or Patient Care Coordinator and complete the appropriate incident form. If it is determined by CDC Guidelines that exposure has occurred and treatment is necessary, medication and/or follow-up studies will be provided at no cost to the nurse. Should a nurse fail to comply with any required annual (or other) testing, or in the event that the exposure protocol is not followed, the nurse shall not be scheduled to work until compliance is met.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority shall be defined as a nurse's continuous length of service as a full-time or part-time nurse based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Upon satisfactory completion of this probationary period, the nurse shall be credited with seniority from most recent date of hire. Full-time and part-time nurses who leave the bargaining unit and thereafter are allowed to return to the bargaining unit by the Employer within five (5) years without a break in service as an employee of the Employer shall have their seniority bridged and their seniority date adjusted to reflect the period of non-bargaining unit status. The seniority of a nurse returning to the bargaining unit in this manner shall not be recognized or used until after the returning nurse has obtained an initial full-time or part-time bargaining unit position.

7.2 Loss of Seniority. Except as otherwise required by law, seniority and employment will be lost by any of the following:

7.2.1 Any resignation from employment, including position abandonment under Section 6.5;

7.2.2 Any termination of a probationary nurse, or any termination of a regular nurse for cause;

7.2.3 Absence from work for more than the maximum period of approved leave or the maximum period of recall rights;

7.2.4 Failure to report to work on the first workday following the end of an approved leave of absence unless the nurse has earlier received written approval for an adjusted return date;

7.2.5 Failure to return to work on the date specified in any recall from layoff notice mailed (by first-class mail) at least seven (7) calendar days in advance to the last address listed in the nurse's personnel file unless the nurse has earlier received written approval for an adjusted return date; or

7.2.6 Applying for or accepting employment or self-employment while on leave of absence unless the nurse has earlier received written approval (which shall not be unreasonably withheld).

7.3 Layoff. In the event of a departmental layoff, seniority shall be the determining factor in such layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the nurse's job description and evaluations. The Employer will give every consideration to reassigning and reorienting nurses to other departments, prior to layoff and will attempt to provide retraining. Nurses shall be given fourteen (14) days' advance notification (or pay in lieu thereof) if a layoff is anticipated to exceed thirty (30) days in duration. At the request of either party, the Employer and the Union will meet to discuss the layoff. A nurse whose position has been eliminated or permanently reduced in hours pursuant to this section will have the right to: (a) accept the layoff/reduced FTE position, (b) accept a vacant position for which the nurse is qualified or (c) displace the position of any less senior nurse whose name appears on the Low Census Roster (defined in Section 7.3.1 below); providing skill, competence, ability and experience are considered equal in the opinion of the Employer.

7.3.1 Low Seniority Roster. The Low Seniority Roster consists of the least senior twenty-five percent (25%) of all full-time and part-time nurses in the bargaining unit. Subject to the requirements of Section 7.3, above, nurse on the Low Seniority Roster whose position has been identified for layoff, and any nurse who has been displaced by another nurse pursuant to the above process, may displace the position of a less senior nurse on the Low Seniority Roster.

7.3.2 Separation Agreement. The Employer shall have the right to offer some period of separation pay and/or benefits to nurses affected by a layoff which may be conditioned upon the signing of a general release of all claims and/or a waiver of recall rights.

7.4 Recall. Nurses who have been laid off shall be placed on a reinstatement roster for a period of one (1) year from the date of layoff. When vacancies occur, nurses will be reinstated in the reverse order of layoff providing skill, competence, ability and experience are considered equal in the opinion of the Employer based upon the nurse's job description and evaluations. Upon reinstatement, a nurse shall have all previously accrued benefits and seniority restored. If a nurse is not recalled to a comparable position (i.e. same unit, same hours and same shift), the nurse shall have the right to the first available future comparable job opening that becomes available. This commitment shall terminate if the nurse refuses to accept the offer of a comparable job opening or upon completion of twelve (12) consecutive months after layoff.

7.5 Job Opening. Notice of staff nurse positions to be filled shall be posted at least seven (7) days in advance of filling a position in order to afford presently employed nurses the first opportunity to apply. Job postings shall include job title and department, position control (FTE) status, hours of work, shift assignment and posting deadline date. Transfer applications and job descriptions will be available in the Human Resources Department. To be considered for a job opening (including a change of shift), a nurse must submit the written application to the Human Resources Department. A separate application must be made for each position. Seniority shall be the determining factor in filing such vacancy provided skill, competence, ability and experience are considered equal in the opinion of the Employer. Every effort will be made to transfer nurses to the new position as soon as possible, and in no event later than sixty (60) calendar days, unless extended by mutual consent. Assignment to a new position shall not require a new probationary period nor change in wage rate. All internal applicants will receive a written response.

7.5.1 Prior to any posting, the Employer shall determine whether to offer additional hours to nurses in existing positions (FTEs) on a unit (*i.e.*, expand the hours of existing nursing positions on the unit, by seniority) or to create a new position.

7.6 House Request and Low Census. In order to cover Low Census and House Request periods in any unit, the Employer will first ask for volunteers. If adequate volunteers are not available, Low Census or House Request will be implemented in the following order:

1. On-call agency nurses
2. Reduce overtime whenever possible
3. Return to normally scheduled hours as authorized by position control
4. Per Diem nurses
5. Contract travel agency nurses
6. Mandatory reduction of hours worked by regular nurses, rotated on an equitable basis with the objective of assigning Low Census or House Request to the nurse with the least amount of Low Census or House Request hours taken per shift subject to availability; provided, however, the Employer reserves the right to adjust the order of Low Census and House Request based on required skill levels and operational and staffing requirements of the Medical Center.

The Employer shall accumulate all Low Census and House Request hours taken by nurses by Department on a fiscal year to date basis. Voluntary Low Census and House Request hours taken by the nurse will be credited to the rotation list. Low Census and House Request hours shall not alter anniversary dates of employment nor shall Low Census and House Request affect nurse's seniority, longevity steps, vacation or sick

leave benefits. Low Census and House Request shall not affect a full-time or part-time "A" nurse's eligibility for medical, dental, life insurance or the Medical Center's Retirement Plan.

7.7 Report Pay. A nurse who reports to work and is released from work due to Low Census or House Request or other reasons beyond the Employer's control, shall receive four (4) hours' work or pay in lieu thereof at the nurse's regular rate of pay. This commitment shall not apply if the Employer has made a good faith effort to notify the nurse in advance of the scheduled shift and is unable to do so.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Work Day. The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. A nurse working a twelve- (12-) hour schedule (see Section 8.6 below) shall be scheduled for a twelve- (12-) hour workday consisting of twelve and one-half (12 1/2) hours to include one (1) thirty- (30-) minute unpaid lunch period and three (3) fifteen- (15-) minute paid rest breaks spaced appropriately apart.

8.2 Work Period. The normal full time work period shall consist of forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period. A nurse working a twelve- (12-) hour schedule (see Section 8.6 below) shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the shift or for any hours worked beyond forty (40) hours in a seven- (7-) day period. If a nurse works more than two (2) hours beyond the end of a scheduled shift, all overtime hours for that shift shall be paid at double time (2x).

8.3 Meal/Rest Periods. All nurses shall receive an unpaid meal period of one-half (1/2) hour. Nurses required to remain on duty or return to their nursing unit to perform nursing duties during their meal period shall be compensated for such time at the appropriate rate of pay. It shall be the responsibility of the nurse to notify the charge nurse (who shall consult with the PCC if unable to resolve the problem) or PCC if the nurse believes that it will be necessary to miss a meal period; for nurses with pre-scheduled meal periods the notification should be given at least thirty (30) minutes in advance. All nurses shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or more in duration. The application of this section shall be consistent with state law.

8.4 Overtime. When a nurse works four (4) or more consecutive hours of overtime beyond the normal work day, the first four (4) hours shall be paid at time and one-half (1 1/2) the nurse's regular rate of pay and remaining hours at double time (2x). Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. Overtime shall be authorized in advance whenever possible. If it is not possible on the day overtime is worked to secure authorization in advance, the nurse shall record the overtime on the

day the overtime is worked and the reasons therefore and the overtime documentation shall be given to the unit supervisor or designee at the earliest opportunity. Overtime shall be considered in effect if twelve (12) minutes or more are worked before the beginning or after the end of a scheduled shift. Overtime shall be computed and paid to the nearest one-hundredth of an hour. Overtime pay for alternative work schedules shall be paid in accordance with that specific work schedule agreement.

8.5 No Pyramiding. There shall be no pyramiding or duplication of overtime pay or premium pay under any circumstances, nor will the same hours be counted twice, directly or indirectly, for any overtime purpose. When a nurse is eligible for two (2) or more forms or types of time and one-half (1 1/2) or double time, the nurse will only receive the highest pay rate. Premiums paid at time and one-half (1 1/2) or double time for extra days/hours worked (unfilled shifts, call-in on day off, scheduled weekend off worked) will not be included in any calculation of overtime.

8.6. Alternative Work Schedules. Alternative work schedules are defined as schedules that exceed eight (8) hours per day and require some additional modification or waiver to this Employment Agreement. Alternative work schedules may be established by the Employer with prior written notification to the Union. Upon request by the Union, the parties will promptly meet for the purpose of negotiating the terms and conditions of the new schedule. Where alternative work schedules are utilized, the Employer retains the right to revert back to the eight (8) hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule, after at least fifteen (15) days' advance notice to the nurse(s) involved.

In accordance with this Section 8.6 nurses may, on an individual basis, agree to work a twelve- (12-) hour shift with Employer consent. This work schedule shall apply to nurses hired after December 31, 1993, and to nurses who were employed prior to January 1, 1994, who have not previously worked twelve- (12-) hour shifts or who have previously worked twelve- (12-) hour shifts (under the 1991-1994 Employment Agreement) but subsequently voluntarily discontinued the twelve- (12-) hour schedule.

8.7 Posted Work Schedules. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post monthly work schedules ten (10) calendar days preceding the expiration of the current schedule. Schedules once posted may be amended by mutual agreement. Any request for special scheduling shall be submitted to the supervisor at least fifteen (15) calendar days prior to the issuance of the monthly schedule unless mutually agreed otherwise. Any changes in a nurse's posted schedule to be initiated by the supervisor shall be discussed with the nurse involved prior to making the change.

8.8. Shift Rotation. There shall be no rotation of shifts without the consent of the individual nurse involved.

8.9 Weekends. The Employer will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. In the event a nurse works

two (2) consecutive weekends all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The following weekend (*i.e.*, the next regularly scheduled weekend) shall be paid at the nurse's regular rate of pay. Subject to supervisory approval, nurses may request the trading of weekends, providing the schedule change does not place the Employer into an overtime or premium pay condition. The nurse is responsible for finding his/her own replacement for trading a weekend after the schedule is posted or for any requested vacation time off that does not comply with the vacation request procedure (Article 11). The weekend shall be defined for first (day) and second (evening) shift nurses as Saturday and Sunday. For third (night) shift nurses, the weekend shall be defined as Friday night and Saturday night. This premium pay provision shall not apply to a nurse who is hired to work weekends or who requests to work additional weekend hours. Such nurse shall be paid at the regular rate of pay for all hours worked on the weekend.

8.10 Additional Hours. Full-time and part-time nurses may request additional hours by notifying the Staffing Office in writing. The Employer will endeavor to utilize nurses making such a request before scheduling per diem nurses, providing the nurse is available and has the required skills, qualifications and experience, and the additional hours do not create an overtime or premium pay condition. Hospital will attempt in good faith to offer additional shifts on a rotating basis.

8.11 Rest Between Shifts. Each regular status nurse shall normally have an unbroken rest period of a least eleven (11) hours between shifts, unless emergency conditions require such nurse to work longer periods to meet adequate nursing care requirements. This provision may be waived by mutual agreement between the nurse and the Employer. Nurses who do not receive at least eleven (11) consecutive hours' rest prior to any shift worked shall be compensated at one and one-half (1 1/2) times the nurse's regular rate of pay throughout the next shift worked without the required rest. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (Section 10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.

A nurse working a twelve- (12-) hour schedule (see Section 8.6 above) who does not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1 1/2) throughout the next shift worked. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.

8.11.1 Full-time and part-time nurses who are on call, are called back (Section 10.2.1), and do not receive a rest period of at least eight (8) consecutive hours' rest prior to any shift worked shall be compensated at one and one-half

(1 1/2) times the nurse's regular rate of pay throughout the next shift worked without the required rest.

8.12 Work in Advance of Shift. When a nurse is required to report for work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1 1/2) times the regular rate of pay.

ARTICLE 9 - COMPENSATION

9.1 Wage Rates. Nurses covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

- a. 4% general wage increase, effective the beginning of the first payroll period in March, 2009.
- b. 4% general wage increase, effective the beginning of the first payroll period in March, 2010.

Staff Nurse Rate of Pay:

Step		January 1, 2009 to the 1 st PP March, 2009	Effective 1 st PP March, 2009	Effective 1 st PP March, 2010
A	1	24.24	25.21	26.22
B	2	24.77	25.76	26.79
C	3	25.33	26.34	27.40
D	4	25.90	26.94	28.01
E	5	26.48	27.54	28.64
F	6	27.08	28.16	29.29
G	7	27.70	28.81	29.96
H	8	28.33	29.46	30.64
I	9	28.93	30.09	31.29
J	10	29.59	30.77	32.00
K	11	30.26	31.47	32.73
L	12	30.93	32.17	33.45
M	13	31.64	32.91	34.22
N	14	32.36	33.65	35.00
O	15	33.08	34.40	35.78
P	16	33.82	35.17	36.58
Q	17	34.58	35.96	37.40
R	18	35.37	36.78	38.26
S	19	36.16	37.61	39.11
T	20	36.98	38.46	40.00
U	21	37.79	39.30	40.87
V	22	38.67	40.22	41.83
W	23	39.52	41.10	42.74
X	24	40.41	42.03	43.71
Y	25	41.34	42.99	44.71
Z	26	42.26	43.95	45.71
AA	27		44.95	46.75
AB	28			47.75

^{2/} Numerals match MediTech numbering system.

9.2 Compensation Increases: Wage increases, longevity steps, and increases in other forms of compensation set forth in this Agreement shall become effective at the beginning of the first full payroll period on or after the calendar dates designated.

9.3 Longevity Steps. Full-time and part-time "A" nurses shall receive longevity steps after the completion of the appropriate anniversary year of continuous employment based on twelve (12) consecutive months, until the top of the wage range has been

reached. Longevity steps for part-time "B" and per diem nurses shall become effective at the beginning of the pay period following the completion of one thousand two hundred forty-eight (1248) compensated hours (but not more than one (1) longevity step in any twelve (12) month period), or upon completion of every other anniversary year of continuous employment, based on twelve (12) consecutive months, whichever comes first.

9.4 Recognition for Experience. Nurses with one (1) to three (3) years of continuous recent experience in nursing shall be hired in at not less than Step B of the wage schedule . Nurses with four (4) to six (6) years of continuous recent experience in nursing shall be hired in at not less than Step C of the wage schedule . Nurses with seven (7) or more years of continuous recent experience shall be hired in at not less than Step D of the wage schedule . For purposes of this section, recent continuous experience shall be defined as clinical nursing experience in an accredited hospital without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer. It shall remain the prerogative of the Employer to establish at what step in the schedule to place newly hired nurses in all other circumstances.

ARTICLE 10 - PREMIUM PAY

10.1 Shift Differential. Effective the beginning of the first full pay period of January, 2009, nurses assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and twenty five cents (\$2.25) per hour. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars fifty cents (\$3.50) per hour. For purposes of shift differential, the rate to be used shall be the rate applicable to the shift on which fifty percent (50%) or more of the nurse's regularly scheduled hours fall.

10.2 On Call. On Call pay shall be paid at the rate of three dollars and fifty cents (\$3.50).

10.2.1 Call-Back. A nurse who has been placed on call and is called back shall be compensated at the rate of time and one-half (1 1/2) the nurse's regular rate of pay, and shall be paid in addition to the regular pay for on call. When called-back, the nurse shall receive time and one-half (1 1/2) the nurse's regular rate of pay for a minimum of three (3) hours. Any call-back worked in excess of 16 hours, broken or unbroken, within the time period between Friday, 3:30 p.m. to Monday 7:00 a.m. will be compensated at the rate of double (2x) time.

10.3 Low Census/Call-In. A nurse who is placed on Low Census shall receive three dollars and fifty cents (\$3.50) per hour for each hour of Low Census. If called in to work during the regular shift, the nurse shall be paid at the regular rate for all hours worked with a minimum of three (3) hours of work. If the nurse is required to work beyond the end of the regular shift, the nurse will be paid at the rate of time and one-half (1 1/2) for

those hours worked beyond the regular shift. Nurses placed on Low Census shall have access to paging devices.

10.4 Temporary Assignment to Higher Position. Assignment to higher paid position for eight (8) consecutive hours or longer shall be compensated at one dollar (\$1) per hour for such period of assignment.

10.5 BSN and Certification Pay. Effective May 31, 2004, nurses who possess a BSN or have achieved National Certification in recognized clinical specialties to the clinical areas in which they are working shall have one dollar (\$1.00) per hour added to their hourly rate of pay for all hours paid. Effective May 31, 2004, nurses who possess both a BSN and certification in the area of nursing within which they are working shall have two dollars (\$2.00) added to their hourly rate of pay for all hours paid. Certification pay will be discontinued upon expiration of certification. Such certification is subject to approval by the Nursing Administrator. The nurse, in order to continue to receive certification pay, must meet all educational and other requirements to keep the certification current and in good standing.

10.6 Weekend Differential Pay. Any nurse who works on a weekend shall receive in addition to the nurse's straight time rate of pay, three dollars and fifty cents (\$3.50) per hour. The weekend differential shall not be included in the regular rate of pay for any time and one-half (1 1/2) or other premium pay calculations. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. For nurses working twelve (12) hour shifts the weekend shall be defined as all hours between 7:00 p.m. Friday and 7:30 p.m. Sunday.

10.7 Charge Nurse Premium. Effective the beginning of the first full pay period of January, 2009, nurses who are assigned by their Unit Director as a charge nurse will receive a premium of two dollars and seventy five cents (\$2,75) per hour.

10.8 Preceptor Pay. Effective the first pay period after ratification of this agreement, nurses who are assigned by their Unit Director as a preceptor will receive a premium increase from one dollar and fifty cents (\$1.50) per hour to two dollars (\$2.00) per hour.

10.9 Work on Day Off. Full-time nurses called in on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. When called in, the nurse shall receive a minimum of four (4) hours of work. This shall not apply to House Request Days off on regularly scheduled shifts nor to hours worked on Low Census (Section 10.3). The Employer agrees not to institute (or discontinue) any bonus program for call-in on a scheduled day off without prior discussion with the Union.

ARTICLE 11 – PAID TIME OFF

11.1 The Employer provides a Paid Time Off (PTO) bank which may be used for short-term illness, vacation, holiday, and other personal needs. The Employer's PTO

Policy (Policy No. 5200-14) is incorporated by reference into this Agreement as Addendum A, and may only be changed during the term of this Agreement by mutual agreement. PTO shall accrue on hours worked, Paid Time Off, Low Census, Voluntary Low Census and House Request, excluding overtime and call-back.

11.2 All full-time and part-time A and B nurses shall be eligible to participate in PTO.

11.3 The “three- (3-) day” rule in the Employer’s PTO policy will be converted to twenty-four (24) hours. This will allow nurses on twelve- (12-) hour shifts to access EIB in most illness situations after using two (2) (rather than three (3)) days of PTO.

11.3.1 Any nurses on ten- (10-) or twelve- (12-) hour schedules may use PTO in ten- (10-) or twelve- (12-) hour increments or in any other increment to replace the nurse’s normally-scheduled work hours.

11.3.2 Nurses shall not be subject to the normal “eighty- (80-) hour” limitation on pay, *i.e.*, in some circumstances a nurse may receive payment for previously-scheduled PTO even when combined with hours worked (or otherwise compensated) the nurse receives more than eighty (80) hours of pay in the pay period.

11.3.3 Nurses will be allowed to hold up to forty (40) hours of PTO for vacation, disability, maternity, or any other purpose in lieu of the three unpaid shifts allowed by Personnel Policy, provided that the unpaid time off from work is due to personal or family illness or emergency. Subject to the forty (40) hour maximum, nurses may therefore request individual days off without pay in those circumstances.

11.4 The following variations from the Employer’s PTO policy shall also be observed to address issues unique to this bargaining unit:

11.4.1 A nurse who leaves the employment of the Medical Center shall be entitled to payment for any PTO benefits which may have accrued, provided the nurse has complied with Section 6.2.

11.4.2 All PTO requests are subject to the Employer’s operational and staffing requirements and must be scheduled in advance and approved by supervision. Nurses will not be expected to find their own replacement when scheduling vacation time in accordance with this Article. No PTO will be scheduled that encompasses more than one of the three (3) seasonal holidays (Thanksgiving, Christmas or New Year’s) and will be scheduled in conjunction with the holiday rotation.

11.4.3 Nurses will make every effort to schedule PTO to begin in conjunction with their regularly scheduled weekend off. Nurses will not be expected to find their own weekend relief, except as otherwise provided for in Section 8.9. In order to accommodate

vacation requests, it may be necessary to request that the nurse work an additional weekend without premium pay.

11.4.4 Nurses will have the option to use PTO in lieu of House Request time and Low Census time (if the nurse is not called in to work).

11.4.5 If any full-time or part-time nurse cannot take vacation due to the Employer's staffing needs and at no fault of the nurse, the Employer will hold the nurse's vacation until such nurse can be scheduled off, in which case applicable benefits will continue to accrue.

11.4.6 Prime Time. A Prime Time vacation period shall be defined as June 1 through September 15 of each year. The Prime Time request period shall be from January 1 through March 31 of each year. In the event of conflicting requests for vacation time by two or more nurses within a unit during the request period, seniority shall prevail. The Unit Director shall post the approved vacation schedule by each April 15. Requests for Prime Time vacation submitted after the request period will be granted on a first-come first-serve basis. As a general rule, no more than three (3) weeks vacation may be taken during Prime Time. Special requests for more than three (3) weeks may be considered after all vacation requests for Prime Time have been scheduled and posted.

11.4.7 Non-Prime Time. A nurse requesting a vacation outside of Prime Time shall request the desired vacation time as far in advance as possible, but not less than two (2) weeks before the work schedule is posted. If the request for vacation is more than sixty (60) days from the date of submittal, the Employer will make a good faith effort to respond to the nurse as soon as is practical, but not less than thirty (30) days prior to the posting of the work schedule in which the vacation request has been made.

ARTICLE 12 - HOLIDAYS

12.1 Recognized Holidays. The following days will be observed as fixed holidays, with the Employer to publish a list of the dates of observation by January 31 of each year:

New Year's Day
President's Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

12.2 Work on Holidays. A full-time nurse required to work on a holiday shall be paid at double time (2x) the nurse's regular rate. Part-time "A" and "B" nurses shall be paid double time (2x) the nurse's regular rate for all hours worked on a holiday.

Holiday pay shall be paid for all hours worked between 7:00 p.m. the eve of

the holiday until 7:30 p.m. the day of the holiday, except for the July 4th holiday. For the July 4th holiday, holiday pay shall be paid for all hours worked between 7:00 a.m. on July 4th to 7:30 a.m. on July 5th.

12.3 Holiday Rotation. Holiday work shall be rotated by the Medical Center.

ARTICLE 13 – EXTENDED ILLNESS BANK

13.1 The Employer provides an Extended Illness Bank (EIB) which may be used only for an employee's extended illness, injury or the extended illness or injury of a dependent child or in other qualifying circumstances for qualifying family members under the Washington Family Care Law. The Employer's EIB Policy (Policy No. 5200-14) is incorporated by reference into this Agreement as Addendum B, and may only be changed during the term of this Agreement by mutual agreement. EIB shall accrue on hours worked, Paid Time Off, Low Census, Voluntary Low Census and House Request, excluding overtime and call-back.

13.2 All full-time and part-time A and B nurses shall be eligible to participate in EIB.

13.3 To address issues unique to this bargaining unit, the Employer will modify the referenced EIB plan for nurses as follows:

13.3.1 The "three- (3-) day" rule in the Employer's PTO policy will be converted to twenty-four (24) hours. This will allow nurses on twelve- (12-) hour shifts to access EIB in most illness situations after using two (2) (rather than three (3)) days of PTO.

13.3.2 Any nurses on ten- (10-) or twelve- (12-) hour schedules may use EIB in ten- (10-) or twelve- (12-) hour increments or in any other increment to replace the nurse's normally-scheduled work hours.

13.4 The following variations from the Employer's EIB policy shall also be observed to address issues unique to this bargaining unit:

13.4.1 A nurse shall notify the Employer as soon as possible, but not later than one and one half (1 1/2) hours in advance for nurses scheduled to work the first (day) shift and no later than three (3) hours in advance for nurses scheduled to work the second (evening) or third (night) shifts, if the nurse is unable to report for duty as scheduled. Failure to do so, except for circumstances beyond the nurse's control, shall result in loss of paid EIB benefits for that day.

ARTICLE 14 - MEDICAL AND INSURANCE BENEFITS

14.1 Group Medical/Dental Insurance. For employees hired on or after January 2, 2008, and who work .8 or more, beginning the first of the month following three (3) full calendar months of employment, the Employer shall provide regular full-time and part-time "A" nurses with group medical and dental insurance. The Employer shall contribute ninety percent (90%) of the premium cost for full-time nurses and seventy-five percent (75%) of the premium cost for part-time "A" nurses. For employees hired on or before January 1, 2008, and who work .8 or more, the Employer will pay one hundred percent (100%) of a full-time nurse's medical insurance coverage and ninety percent (90%) of a part-time "A" nurse's medical insurance coverage, providing the nurse has completed three (3) years of continuous employment and continues to be employed on a regular status basis. The nurse shall pay the monthly premium for dependent coverage, except as provided in 14.1.1 below. If status eligible, the nurse must contact the benefit department within sixty (60) calendar days of starting work to enroll in these plans or the nurse will be unable to participate until the next open enrollment period. Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements.

14.1.1 Dependent Coverage. The Employer will make contributions towards a full-time nurse's dependent medical insurance coverage, providing the nurse's covered dependents utilize the services of the Medical Center for available treatments and procedures. The amount of the Employer monthly contributions is evaluated each year and may change based upon premium or cost changes, but shall not be less than the amounts listed below:

- spouse \$35 per month
- family \$54 per month
- child(ren) \$22 per month

14.2 Medical Center Health Services Allowances. The following additional health insurance allowances shall be granted by the Employer to regular full-time and part-time "A" and "B" nurses: the difference between the total bill and payment received from the insurance company, not to exceed twenty percent (20%) of the total bill for the nurse; the difference between the total bill and payment received from the insurance company, not to exceed ten percent (10%) of the total bill for the nurse's covered family members; one hundred percent (100%) of the Health Center's Emergency Department costs for nurses as described in Health Center Policy, after payment is received from the insurance plan(s). This allowance does not apply to any required co-payments nor to medical or pharmaceutical supplies.

14.3 Health Tests. At the time of employment, the Employer shall provide screening for immunity to measles, mumps, rubella, varicella and Hepatitis B at no cost to the nurse. In accordance with Medical Center policy, nurses shall be provided Hepatitis B vaccine and follow-up screening at no cost to the nurse. PPD screening is required at the time of employment and in the event of a positive reaction the Employer will provide

a chest X-ray at no cost to the nurse. Compliance with these requirements is a condition of employment.

Nurses are required to have an annual PPD test. If the nurse has a history of a positive PPD, completion of an annual questionnaire will be required. Should the nurse fail to comply with the annual testing, the nurse shall not be scheduled to work until compliance is met.

14.4 Liability Coverage. Nurses on duty for the Employer, and performing in accordance with the Employer's job description, policies and/or procedures, shall be covered by the Employer's liability coverage. If the nurse is operating outside of the job description, policies and/or procedures, the nurse may not be covered. Nothing in this provision shall be interpreted as a waiver of any coverage otherwise available under the terms of the Employer's liability plan.

14.5 Life Insurance. The Employer shall provide paid life insurance (at 1.5 x annual salary) for regular full-time and part-time "A" nurses.

14.6 Retirement Plan. Regular full-time and part-time "A" nurses may participate in the Health Center's Tax Sheltered Annuity which is subsidized by the Employer. Part-time "B" nurses may participate in the Plan at the nurses' cost with no Employer subsidy.

Effective January 01, 2008, the retirement plan will be changed per the terms and conditions in the Summary Plan Description provided to the Union in negotiations on May 14, 2007. Subject to the terms and conditions and plan eligibility requirements on January 01, 2008, any nurse covered by this Agreement may participate in the Ascension Health Retirements Savings Plan for Our Lady of Lourdes Hospital, Pasco. During the term of this collective bargaining agreement the eligibility requirements, contribution rates and benefit levels of the Ascension Health Retirement Savings Plan for Our Lady of Lourdes Hospital, Pasco, in effect on January 01, 2008, shall not be deleted, changed or modified without the agreement of the Union. To fulfill its fiduciary responsibility for plan participants, it is recognized that Ascension Health may from time to time alter the investment funds in a manner in which it believes is appropriate to achieve the most cost effective and efficient investment fund options.

14.7 Plan Changes. The Employer will meet with the Union in September at the Union's request to review plan changes known at that time. In the event the Employer modifies any of its current plans or provides for an alternative plan(s), the Employer will notify the Union in writing of the plan changes. During the thirty- (30-) day period following this notification, the Union may provide the Medical Center with its comments and input regarding the changes for the Medical Center's consideration. The Employer reserves the right to implement the plan changes following the thirty- (30-) day review period.

14.7.1 Insurance Committee. The parties agree to establish an Insurance Committee

to assist in improving communication and problem solving with the Employer related to the health insurance plans. The Union shall appoint two (2) representatives to the Committee. The Committee shall meet quarterly, or more often if mutually agreed, to review the status of the health insurance plans and to identify issues of concern involving either the plan or plan administration. The committee shall be allowed access to relevant aggregate information that is reasonably necessary to fulfill their function, recognizing the need to maintain the privacy of individual records. Recommendations concerning changes to the plan or the administration of the plan shall be submitted to the Employer.

ARTICLE 15 - LEAVE OF ABSENCE

15.1 In General. All leaves are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer. A leave of absence shall commence on the first day of absence from work.

15.2 Maternity Leave. After completion of the probationary period, a leave of absence shall be granted upon request of the nurse for a period of up to six (6) months for maternity purposes, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. If the nurse's absence will exceed six (6) weeks the nurse must, prior to the completion of the six (6) weeks period, provide the Employer with written verification of the continuing physical disability from a licensed medical practitioner. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Subject to the eligibility and other provisions of Articles 11 and 13, the nurse must use previously accrued EIB during the period of disability and PTO during the maternity leave. Prior to the nurse returning from a leave of absence, the Employer may require a statement from a licensed medical practitioner verifying the period of physical disability and attesting to the nurse's capability to perform the work required of the position. Nurses on approved maternity leave will have the option of continuing their group medical coverage at their own expense during the length of the leave.

15.3 Parental Leave - State Law. After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the birth of a natural child, adopted child or to care for a terminally ill child without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of parental leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the 13th week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening consistent with the job

description held by the nurse prior to the leave of absence. Parental leave shall be consistent with and subject to the conditions and limitations set forth by state law.

15.3.1 Leave Combined. A nurse may guarantee her position (same clinical grouping, shift and FTE status) for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and parental leave. The total amount of combined maternity and parental leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

15.4 Family and Medical Leave - Federal Law. Leave under the federal Family and Medical Leave Act shall be available to eligible nurses in accordance with Personnel Policy No. 5200-13.1 and 13.9, or their successors.

15.5 Disability Leave. After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed six (6) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. Subject to the eligibility and other provisions of Articles 11 and 13, the nurse must use previously accrued EIB and PTO during this disability leave of absence. Prior to the nurse returning from a disability leave of absence, the Employer may require a statement from a licensed physician attesting to the nurse's capability to perform the work required of the position.

A nurse on a disability or maternity leave must notify the nurse's manager at least once each four (4) weeks to advise the manager of the nurse's progress and to reaffirm the nurse's intent to return to work. Failure to notify the manager on a timely basis will be regarded as a voluntary resignation by the nurse.

15.6 Personal Leaves. Personal leave shall be available to eligible nurses in accordance with Personnel Policy No. 5200-13, Section 13.2, or its successor, but such policy may only be changed during the term of this Agreement by mutual agreement.

15.7 Jury Duty. Jury duty leave shall be available to eligible nurses in accordance with Personnel Policy No. 5200-13, Section 13.4, or its successor, but such policy may only be changed during the term of this Agreement by mutual agreement.

15.8 Funeral/Bereavement Leave. Funeral/Bereavement Leave shall be available to eligible nurses in accordance with Personnel Policy No. 5200-04 as revised in May, 2007, or its successor, but such revised policy may only be changed during the term of this Agreement by mutual agreement.

15.9 Military Leave. As provided by law, leave required in order for a nurse to maintain status in the military shall be granted without pay, without loss of benefits

accrued to the date such leave commences. A nurse shall not accrue new benefits during any such period of military leave, and shall be allowed (but not required) to utilize any otherwise available accrued benefits.

15.10 Leave With Pay. Leave with pay shall not alter a nurse's anniversary date of employment or otherwise affect the nurse's compensation or status with the Employer.

15.11 Leave Without Pay. A leave without pay of thirty (30) days or less will not alter a nurse's anniversary date of employment and the nurse, upon return from the leave, will be reinstated to the individual's prior position. Except as otherwise provided for herein, a leave without pay exceeding thirty (30) days will result in an adjustment to the nurse's anniversary date to reflect the length of the leave. Upon return from the leave, the nurse will be given the first available position for which the nurse is qualified.

15.12 Continuing Health Coverage. Full-time and part-time "A" nurses who are granted an unpaid leave of absence will be allowed to continue group health coverage provided by the Medical Center at the nurse's cost for a period not to exceed three (3) months. Health insurance at the nurses cost will be available for disability and maternity leaves for a period not to exceed six (6) months. Holiday benefits will not be paid during an unpaid leave of absence.

ARTICLE 16 - COMMITTEES

16.1 Nursing Advisory Committee. The primary purpose of the Committee shall be to foster improvement in patient care, as well as (a) to review and recommend standards of nursing practice and patient care delivery, (b) to review issues of mutual concern inherent to the professional practice of nursing, (c) to foster mutual understanding in regard to the interpretation of this Agreement, and (d) to discuss inventive and collaborative ways of seeking solutions to problems relating to staffing and to discuss other subjects of common concern. There shall be seven (7) elected representatives, one from each of the following departments: (1) ICU, (2) ER, (3) OR, (4) PACU, (5) AMB, (6) Med-Surg, (7) OB, (8) TCU, (9) REHAB; and not less than two (2) members of nursing administration, including the Nursing Administrator, and a representative from the Human Resources Department. The function of this Committee shall be limited to an advisory rather than a decision-making capacity. The Chairperson shall be responsible for the establishment and distribution of the Agenda together with the minutes of the prior meeting to committee members at least ten (10) days prior to the next scheduled meeting. The Committee shall schedule quarterly meetings provided that there is advance mutual agreement on an agenda. Additional meetings may be called by agreement of both parties. Committee members shall be compensated for up to one (1) hour at their regular rate of pay for attendance at the meeting.

ARTICLE 17 - STAFF DEVELOPMENT

17.1 Orientation. New nursing service personnel shall receive an orientation of sufficient duration and content to prepare them for their specific duties and responsibilities. Orientation shall be based on the educational needs identified by assessment of the individual's ability, knowledge and skills, determined by the unit supervisor and staff nurses.

17.2 Orientation Objectives. The objectives of orientation shall be (a) to familiarize new personnel with the philosophy and objectives of the Employer and Nursing Service, (b) to orient new personnel to policies and procedures; and to their functions and responsibilities as defined in the job description, and (c) to provide a clinical learning experience specific to unit and shift assigned. Orientation will consist of a general orientation, plus unit orientation through a combination of classroom, nursing unit and shift work.

17.3 Inservice Education. Inservice Education is defined as programs planned by the Medical Center for the education of nursing personnel. The purpose of inservice education is (a) to promote the safe and intelligent care of the patient; (b) to develop staff potential; and (c) to create an environment that stimulates learning, creativity and personal satisfaction. To the extent feasible, such programs will be conducted at times convenient to all shifts and if mandatory, will be so designated. Nurses who attend mandatory programs on off-duty time will be paid at the straight-time hourly rate. If nurses are required to attend mandatory inservice programs before or after their

regularly scheduled shift, and are in an overtime situation, they will be paid at the overtime rate of pay.

17.4 Continuing Education. Continuing education is defined as programs aimed at helping nurses keep up-to-date with new concepts; increasing technical knowledge, understanding and competence; developing ability to analyze problems; and improving interpersonal skills.

17.4.1 Paid Professional/Educational Development at the Employer's Request (other than monthly staff meetings). When the Employer makes attendance at a specific inservice, workshop or educational program mandatory, attendance shall be considered as time worked and shall be paid at the appropriate rate for the hours of attendance and travel time. The Employer shall also pay all tuition and legitimate expenses related to a mandatory educational program.

17.4.2 Paid Professional/Educational Development at Nurse's Request.

17.4.2.1 After successful completion of the probationary period, a nurse shall be permitted a paid absence for purposes of attending continuing education programs, providing the nurse has submitted the request at least thirty (30) days in advance and has obtained approval from the nurse's Director and the Chief Nurse Executive.

17.4.2.2 Usually, when the nurse is requesting to attend an educational program, only the hours of education are paid. However, the nurse and the unit director may negotiate how many hours are to be paid and whether any additional expenses will be covered. When requesting paid professional/educational development, the nurse should be specific concerning how many hours are being requested, and if tuition reimbursement, travel time, and/or travel expenses are being requested. A brochure of the program should be provided with the request, along with a statement from the nurse as to how his/her attendance will benefit the nurse's performance, the unit and/or the Hospital. Among the factors to be considered in considering nurse requests are the availability of budgeted funds, the nurse's existing or desired education plan, the nurse's existing or prospective nursing assignment(s), scheduled hours and years of service; the Employer's existing or anticipated needs and current scheduling and staffing requirements, and the nurse's prior participation in in-house educational programs. Approval will be granted for out of area travel within the State of Washington only if the educational program is not locally available, and out of state travel will be approved only in very special circumstances.

17.4.2.3 Upon receiving advance approval, the nurse shall be paid at the nurse's straight time hourly rate, with a normal maximum allowance

of eight (8) hours a day, but with the advance approval of the nurse's Director and the Chief Nurse Executive additional hours may be approved for nurses on 12-hour schedules based upon travel time requirements. This type of leave may be used in less than eight- (8-) hour increments as well as on a day off. Under no circumstances will this time be regarded as hours worked for purposes of computing overtime. Leave shall be granted in accordance with the following schedule:

<u>Years of Continuous Service</u>		<u>Hours Scheduled Per Pay Period</u>		
		<u>47 or less</u>	<u>48 - 79</u>	<u>80</u>
1 - 5 years	paid hours/yr ^{1/}	8	16	24
6 - 10 years	"	16	24	32
11 or more years	"	32	40	48

^{1/} Paid Professional/Educational Leave commitments shall be based on the Medical Center's fiscal year (July 1 - June 30). After the first year of employment, a nurse shall be eligible for paid leave on a pro rata basis, based upon the number of months from the nurse's anniversary date until June 30 of that year. Thereafter, the nurse shall be eligible for paid leave as provided for in the schedule set forth above.

17.4.3 In all circumstances payment or reimbursement is subject to certification of attendance and completion of the course. In addition, nurses receiving reimbursement for attendance shall, if requested, prepare a written and/or oral report to share with others the knowledge gained.

17.5 Unpaid Professional/Educational Leave. After one (1) year of continuous employment, permission may be granted for a leave of absence of up to one (1) year without pay, for study approved by the Employer, without loss of prior seniority or accrued benefits, upon at least sixty (60) days' advance notice. Extended educational leave for the purpose of obtaining a bachelors or masters degree in nursing may be granted at the discretion of the Employer.

17.6 Tuition Reimbursement. The Employer provides a tuition reimbursement program for full-time and eligible part-time nurses, and it shall be made available to nurses covered by this Agreement on the same terms and conditions as to other Lourdes employees.

ARTICLE 18 - GRIEVANCE PROCEDURE

18.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement.

18.2 Time Limits. The time limits set forth in the grievance procedure may only be extended by mutual agreement of the Union and the Medical Center, and shall be

confirmed in writing by the parties. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the grievance procedure.

18.3 Grievance Procedure. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision. A grievance must be submitted to the following grievance procedure:

Step 1. Immediate Supervisor

If any nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse had knowledge that the grievance existed. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Chief Nurse Executive

If the grievance is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance to the Chief Nurse Executive (and/or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A conference between the nurse (and the Bargaining Unit Representative if requested by the nurse) and the Chief Nurse Executive (and/or designated representative) shall be held. The Chief Nurse Executive shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Administrator

If the grievance is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Administrator (and/or designated representative). The Administrator (and/or designee) shall meet with the nurse and the Union Representative within fourteen (14) calendar days for the purpose of resolving the grievance. The Administrator (or designee) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations and procedures specified herein, the Union may submit the issue to arbitration. To do so, the Union shall submit a written request to the Employer's Director of Human

Resources within fourteen (14) calendar days following the receipt of the written reply from the Medical Center Administrator or designee.

The Employer and the Union will select an arbitrator from the panel established in Section 18.4, with the moving party to contact the other party within ten (10) calendar days of a request for arbitration and to select an arbitrator. With mutual agreement, the parties may submit multiple grievances to the same arbitrator. The parties will alternatively strike names from the permanent panel, with the moving party striking the first name, until one (1) name remains and he/she shall serve as arbitrator.

The arbitrator's decision shall be final and binding on the Employer and the Union. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the terms of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Furthermore, the Arbitrator shall have no authority to substitute his judgment for that of the Employer or its management in any matter where this Agreement has specified whose judgment will be used or where the right or matter in question has been reserved to the Employer. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing.

Either party may require that an official record of the proceedings be prepared by a professional reporter and that a copy be provided to the arbitrator. The party requesting an official record of the proceedings will pay the full cost of all reporting and transcript fees unless the other party requests a copy or the right of inspection or use, in which event the full cost (including the cost of providing the arbitrator with the official record) shall be equally divided between the parties. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

18.4 The following arbitrators shall serve as a permanent panel for grievances arising during the term of this Agreement. By mutual agreement or at the request of any arbitrator, the parties may remove an arbitrator from the panel in which event the parties shall substitute a replacement member of the National Academy of Arbitrators with a principal place of residence in Oregon or Washington:

Duffy, Joseph W.

Gaunt, Janet L.
Harrison, Allan J.
Hauck, Vern E.
Kienast, Philip K.
Krebs, Alan R.
Lankford, Howell L.
McCaffree, Kenneth M.
Wilkinson, Jane R.
Williams, Timothy D. W.

18.5 The Union Representative shall have the right to be present at any step of this procedure.

18.6 Union Grievance. The Union may initiate a grievance on behalf of a group of nurses if the grievance is submitted in writing within ten (10) calendar days from the date of its occurrence.

18.7 Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. Should the grievance subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation efforts.

18.8 Termination. This grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution regardless of the expiration date. Grievances arising after the expiration date of this Contract shall be null and void, and shall not be subject to this grievance procedure.

ARTICLE 19 - UNINTERRUPTED PATIENT CARE

The parties to this Agreement realize that this hospital provides special and essential services to the community. Therefore, it is the intent of the parties to settle disputes by the grievance procedure provided herein. It is, therefore, agreed that during the term of this Agreement, (a) the Employer shall not lock out its nurses, and (b) neither the nurses nor their agents or other representative shall participate in any way in any strike, including any sympathy strike, picketing, walkout, slowdown, boycott or any other interference with the operations of the Employer, nor shall any nurse refuse to cross a picket line established against the Employer. Any nurse who is found to have violated this Article shall be subject to immediate termination.

ARTICLE 20 - GENERAL PROVISIONS

20.1 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules, regulations or orders of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, either party may request the commencement of negotiation for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement or amendment for such provision.

20.2 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

ARTICLE 21 - DURATION

This Agreement shall become effective on January 1, 2009 provided that the Union has submitted written notice of ratification to the Employer, and shall remain in full force and effect to and including December 31, 2010, unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 18th day of December, 2008.

LOURDES MEDICAL CENTER

UNITED STAFF NURSES UNION
LOCAL 141

John Serle,
Chief Executive Officer

Marilyn Savage, R.N., President

Craig Pearsall,
Human Resources Director

John Aslakson
Business Representative

ADDENDUM A

LOURDES MEDICAL CENTER

[Addendum A is Employer's PTO Policy (Policy No. 5200-14).]

Additionally, full-time (12) hour shift nurses who have been employed to work a regular continuing schedule of thirty-six (36) hours per week or seventy-two (72) hours in a two (2) week pay period (classified as "full-time" on the Employer's Position Control) shall accrue benefits on the basis of eighty (80) position control hours each two (2) week pay period. Part-time nurses shall accrue benefits based on hours actually worked. Nurses shall receive paid benefits in twelve (12) hour increments.

ADDENDUM B

LOURDES MEDICAL CENTER

[Addendum B is Employer's EIB Policy (Policy No. 5200-14).]

ADDENDUM C

LOURDES MEDICAL CENTER

TEN (10) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. Rest Between Shifts. Regular status employees who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1 1/2) throughout the next shift worked. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.
4. Work Schedule. The Work Schedule shall provide for a standardized start time unless agreed to by the employee.

ADDENDUM D

LOURDES MEDICAL CENTER

EIGHT (8) OR TWELVE (12) HOUR SHIFT ALTERNATIVE WORK SCHEDULE RESIDENT NURSES

Nurses enrolled in the Medical Center's formal residency program will work eight (8) and/or twelve (12) shifts during the program, depending upon the department to which they are assigned. This Addendum is intended to address the specific conditions of the work schedule during the residency program.

1. Work Day. Resident nurses may be scheduled to work eight (8) hour work days consisting of eight and one-half (8 1/2) hours each or twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each. Each shift will include one (1) thirty (30) minute meal period. Resident nurses assigned to a twelve (12) hour shift shall receive three (3) fifteen (15) minute paid rest breaks. Resident nurses assigned an eight (8) hour shift work day shall receive two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. Resident nurses shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of the assigned eight (8) hour shift and the assigned twelve (12) hour shift schedules, and for hours worked in excess of forty (40) hours per week.
3. Rest Between Shifts; Twelve (12) Hour Shift Schedules. Resident nurses who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1 1/2) throughout the next shift worked. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.
4. Shift Differential. Shift differential for resident nurses working an eight (8) hour shift schedule shall be in compliance with the collective bargaining agreement. Nurses working a twelve (12) hour schedule on the day shift shall receive no shift differential. Nurses scheduled to work 7:00 p.m. to 7:00 a.m. shall receive night shift differential for that twelve (12) hour work schedule.

ADDENDUM E

LOURDES MEDICAL CENTER

TEN (10) HOUR SHIFT ALTERNATIVE WORK SCHEDULE OPERATING ROOM

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. The work period for overtime computation purposes shall be a seven (7) day period. Nurses working this ten (10) hour shift schedule shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for the first two (2) hours after the end of the ten (10) hour shift or for any hours worked beyond forty (40) hours in a seven (7) day period. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. Rest Between Shifts. Regular status employees who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1 1/2) throughout the next shift worked. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.
4. Work Schedule. Normal working hours for this schedule will be 8:00 a.m. to 6:00 p.m. except for variations resulting from the surgery schedule, when the work day may begin at 7:00 a.m.

ADDENDUM F

LOURDES MEDICAL CENTER

EIGHT (8)/TWELVE (12) HOUR SHIFT ALTERNATIVE WORK SCHEDULE

In accordance with Section 8.6 of the Agreement between the Medical Center and the Union, nurses may, on an individual basis, agree to work an eight (8) and twelve (12) hour combination shift schedule with the consent of the Employer. All existing contractual provisions shall apply unless otherwise provided for herein.

1. Work Day. Nurses may be scheduled to work two (2) eight (8) hour work days consisting of eight and one-half (8 1/2) hours each and two (2) twelve (12) hour work days consisting of twelve and one-half (12 1/2) hours each within a seven (7) day period. Each shift will include one (1) thirty (30) minute meal period. Nurses scheduled for a twelve (12) hour shift shall receive three (3) fifteen (15) minute paid rest breaks. Nurses scheduled for an eight (8) hour shift work day shall receive two (2) fifteen (15) minute paid rest breaks.
2. Work Period; Overtime Pay. Nurses shall be paid overtime compensation at the rate of one and one-half (1 1/2) times the regular rate of pay for hours worked in excess of the assigned eight (8) hour shift and the assigned twelve (12) hour shift schedules, or for hours worked in excess of forty (40) hours per week.
3. Rest Between Shifts; Twelve (12) Hour Shift Schedules. Nurses who do not receive a rest period of at least ten (10) hours prior to any shift worked will be compensated at the rate of time and one-half (1 1/2) throughout the next shift worked. This Section shall not apply to continuing education, inservice education, committee meetings, staff meetings or time spent on call (10.2). If attendance at a staff meeting or inservice is required and there are no other options, with prior approval, the staff meeting or inservice will be considered time worked for purposes of this section.
4. Shift Differential. Shift differential for nurses working an eight (8) hour shift schedule shall be in compliance with the collective bargaining agreement. Nurses working a twelve (12) hour schedule on the day shift shall receive no shift differential. Nurses scheduled to work 7:00 p.m. to 7:00 a.m. shall receive night shift differential for that twelve (12) hour work schedule. Nurses scheduled to work any other combination of hours shall be paid the appropriate evening and/or night shift differential for hours worked between 3:00 p.m. and 7:00 a.m.
5. Benefit Accrual. Full-time nurses who have been employed to work the eight/twelve (8/12) hour shift work schedule shall accrue benefits on the basis of eighty (80) position control hours each two (2) week pay period. Part-time nurses shall accrue benefits based on actual hours worked. The holiday benefit

and personal business day shall be paid in ten (10) hour increments for full-time nurses and a pro rata of ten (10) hours for part-time A nurses based on position control hours. Education benefit days may be paid in either eight (8) or twelve (12) hour increments according to the number of hours allotted in Section 17.6. Sick leave shall be paid in either eight (8) or twelve (12) hour increments in kind to the number of hours of the scheduled shift for which the nurse was ill.