

**A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
BOARD OF REGENTS, STATE OF IOWA  
AND  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 199**



Providing terms and conditions of employment for  
professional employees in the tertiary health care  
bargaining unit at The University of Iowa

July 1, 2011 through June 30, 2013

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## **ARTICLE I. PARTIES AND PURPOSE**

### **Section 1. Parties**

This agreement is made and entered into pursuant to the provisions of Chapter 20 of the *Code of Iowa*, by and between the Board of Regents, State of Iowa (hereinafter referred to as the Employer) and Service Employees International Union, Local 199 (hereinafter referred to as the Union).

### **Section 2. Commitment**

The Employer and the Union are mutually committed to the quality and safety of patient care.

### **Section 3. Purpose**

The purpose of this Agreement shall be to establish the terms and conditions of employment for bargaining unit employees.

## **ARTICLE II. UNION RECOGNITION**

### **Section 1. Recognition**

The Employer recognizes Service Employees International Union, Local 199 as the exclusive collective bargaining agent for professional tertiary health care employees of the University of Iowa Hospitals and Clinics as certified by the Iowa Public Employment Relations Board in case number 5834. The Employer will not, during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement. The Union shall have those rights and duties as provided by Iowa Code Chapter 20 and as described in this Agreement.

### **Section 2. Bargaining Unit**

The bargaining unit, as certified by the Iowa Public Employment Relations Board in case number 5834, is as follows:

**INCLUDED:** All professional employees engaged in tertiary health care at the University of Iowa Hospitals and Clinics as specifically described by classification as provided in Appendix A of this Agreement.

**EXCLUDED:** All managerial, supervisory and confidential employees, all employees included in other bargaining units, part-time employees who are regularly scheduled for less than seven hundred eighty (780) hours per fiscal year and who are scheduled for less than an average of fifteen (15) hours per week, hourly (on-call) employees and all other persons excluded by Section 4 of the Act.

**Section 3. New Classifications**

The parties will review all new classifications and, if unable to reach agreement as to their inclusion or exclusion from the bargaining unit, shall submit such classifications to the Iowa Public Employment Relations Board for final resolution.

**ARTICLE III.  
PUBLIC EMPLOYER RIGHTS**

**Section 1. Management Rights**

The parties recognize that consistent with Section 20.7, of the *Code of Iowa* and the terms of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within its authority.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the public employer by law.

**Section 2. Express Reservation of Management Rights**

The foregoing enumeration of rights and duties shall not be deemed to exclude other management rights and management functions not expressly reserved herein, and all management rights and management functions not expressly delegated in this Agreement are reserved to the Employer.

**ARTICLE IV.  
EMPLOYEE AND UNION RIGHTS**

**Section 1. Dues Deduction**

**Subd. 1.**

Upon receipt of a voluntary written individual order from any of the employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. The Employer also

agrees to withhold in the same manner any voluntary additional contributions to the Committee On Political Education (COPE) of the Union.

**Subd. 2.**

Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions will be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes and health insurance. Deductions will be in such amounts as will be certified to the Employer in writing by the authorized representative of the Union.

**Subd. 3.**

Such orders will be terminable according to the provisions of Section 70A.19, *Code of Iowa*, or may be terminable with written notice to the Employer and the Union either between June 15 and June 30 of the second or last year of each contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Employer will notify the Union of any requests from employees to terminate dues before such termination becomes effective. The Employer agrees not to hold requests to terminate authorization for payroll dues deduction. Such deductions will cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.

**Subd. 4.**

The Union will indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

**Subd. 5.**

No other Union organization will be granted or allowed to maintain payroll deduction for employees covered by the Agreement.

**Subd. 6.**

The Employer will submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including names, amount and effective date of the individual deductions included in the remittance.

**Subd. 7.**

The dues deduction of an employee who is laid off shall be suspended during the period of the layoff. An employee who is recalled shall be given a dues deduction authorization form at the time of recall, along with all other payroll forms. Upon completion of the dues deduction authorization, the dues deduction for the recalled employee will be reinstated.

## **Section 2. Long-Term Union Leaves**

### **Subd. 1.**

Officers and representatives of the Union shall, upon written request of the employee and Union, be granted a leave of absence without pay for a period not to exceed one (1) year. The maximum number of employees on this leave at any one time shall not exceed a total of three (3) or more than one (1) in any particular clinical unit.

### **Subd. 2.**

Except as otherwise agreed by the Employer, written request for such a leave shall be provided to the Employer not less than thirty (30) calendar days prior to the intended commencement of the leave and shall include specific commencement and return dates. An employee may return prior to the return date only with the agreement of the Employer. Absent an emergency, or other good cause, failure to return on the return date shall constitute forfeiture of employment unless deferred by agreement of the Employer due to emergency circumstances.

### **Subd. 3.**

In the sole discretion of the Employer, Union leave as specified herein, upon written request, may be extended for a period up to one (1) year from the return date of the original leave, upon the same terms and conditions as the original leave.

### **Subd. 4.**

An employee returning from leave under this section shall have the same rights and shall follow the same procedure as bargaining unit employees returning from other long-term leaves.

## **Section 3. Other Short-Term Union Leaves**

### **Subd. 1.**

Employees may be granted time off without pay for periods of less than thirty (30) calendar days in duration to participate in union sponsored activities at the request of the local officials, including leaves to attend Union-sponsored training, SEIU Local 199 executive board meetings, the annual convention of the Iowa Federation of Labor or preparation for collective bargaining.

### **Subd. 2.**

Requests for leave under this section shall be in writing and shall be made as far in advance as possible, usually at least thirty (30) calendar days prior to the absence.

### **Subd. 3.**

The granting of leave under this section shall be dependent upon staffing needs of the Employer. The maximum number of absences under this section shall not exceed a total of ten (10) employees at one time, nor more than one employee in any clinical unit at one time. The parties anticipate that no more

than a total of fifty (50) duty days absence will be requested or approved for all members of the bargaining unit in any fiscal year.

**Subd. 4.**

The Employer will make an effort to accommodate absences as contemplated by this section, but reserves the right to decline time off in any circumstances where the staffing needs of the Employer cannot be accommodated.

**Section 4. Negotiations Activity Leaves.**

**Subd. 1.**

No more than ten (10) employees shall be granted time off for the purpose of negotiating a successor collective bargaining agreement to this Agreement. Bargaining unit members may donate up to a total of four-hundred (400) vacation hours to be distributed among members of the designated negotiations team. Such donations may be used toward time spent in negotiations and ratification.

**Subd. 2.**

Such time off shall be limited to time actually spent in the collective bargaining process with the Employer in negotiations, mediation, fact finding and arbitration hearings and necessary associated travel time.

**Subd. 3.**

It is the responsibility of the Union and the employee to notify the Employer at the earliest possible date when such activities are scheduled in order to facilitate necessary coverage for said absences. Whenever possible, the Union shall notify the Employer a minimum of thirty (30) calendar days in advance as to the names and scheduling of activities as provided in Subd. 2 hereof.

**Subd. 4.**

The Employer will make an effort to accommodate absences as contemplated by this section, but reserves the right to decline time off in any circumstances where the staffing needs of the Employer cannot be accommodated.

**Section 5. Work Site Leaders (Stewards)**

The Union shall provide the Vice President for Human Resources with a written list setting forth the names and jurisdictional areas of Union Work Site Leaders (stewards) and representatives. The list shall be updated as necessary but no less than annually. This list is for informational purposes only and shall be the sole source for the Employer's use when an employee requests Union representation.

## **Section 6. Processing Grievances**

### **Subd. 1.**

An employee and his/her Work Site Leader (Steward) may consult concerning a grievance matter without loss of pay, provided that such consultation not interfere with patient care and shall be limited to no more than two (2) such consultations, and the total time away from assigned duties shall not exceed one (1) hour, for each matter. Such consultation time must be scheduled with the prior approval of the supervisors of both the employee and the Work Site Leader.

### **Subd. 2.**

In the event that a grievance is filed, the grievant and his/her Work Site Leader shall attend grievance meetings and arbitration with the Employer held pursuant to the grievance procedure provided in this agreement, without loss of pay. Such meetings shall be scheduled so as not to interfere with patient care or services.

### **Subd. 3.**

The attendance at grievance meetings under this Section shall not result in overtime pay to any bargaining unit employee.

### **Subd. 4.**

In group grievances, only one (1) grievant shall be entitled to paid leave, to act as the spokesperson for the group.

## **Section 7. Bulletin Boards**

### **Subd. 1.**

In each clinical unit employing twelve (12) or more bargaining unit employees, the Employer shall make available a bulletin board no smaller than two (2) feet square in an appropriate location for posting of notices to bargaining unit employees, such location to be in areas not accessible to the public or patients.

### **Subd. 2.**

No political campaign literature or material detrimental to the Employer or the Union or any other inappropriate material will be posted. The Union is responsible for the content of postings on designated Union bulletin boards.

## **Section 8. Bargaining Unit Data**

### **Subd. 1.**

On a monthly basis, the Employer will provide the Union with a listing of bargaining unit employees to include their name, home address, home phone, work address, work phone, job classification, department, seniority date, percent of time, and the salary rate.

**Subd. 2.**

Where individuals have requested that home address and phone be restricted, the Employer will not list home address or phone, unless permission is granted by the employee.

**Subd. 3.**

On October 1 of each year, the Employer shall provide the Union with a complete listing of employees in the bargaining unit along with their name, home address, home phone, work address/clinical unit, job classification, department, seniority date, percent of time and the salary rate. The Union agrees that this information is to be used solely for the purpose of communicating union business with these employees and will not release the information to any other party, and will take measures to ensure that the information provided is secure from unauthorized use.

**ARTICLE V.  
GRIEVANCE PROCEDURE**

**Section 1. Grievance Definition**

A grievance shall be a written complaint signed by the union and/or the employee who is alleging a violation involving the application and interpretation of specific terms and provisions contained in this Agreement.

A grievance shall contain a statement of the grievance by indicating the specific contractual issue(s) involved, the relief sought, the date the incident(s) or alleged contractual violation(s) that took place, and the specific section(s) of the agreement alleged to have been violated. If an individual employee grievance is filed by either the employee or the Union, the grievance form will state the name of the affected employee. If a union grievance is filed, the grievance shall state whether the claim involves the unit as a whole, a particular department including classification(s) and shift, or employees; the Union will provide the names of the affected employees no later than the third level of the grievance procedure.

**Section 2. Who May File a Grievance**

An employee or the Union may file a grievance.

**Section 3. Representation**

The grievant shall be represented during any formal step of the procedure by the Union. The Employer may be represented by such person or agent as designated by the Employer. The name of the worksite leader assigned to any specific grievance should be included on the grievance form.

**Section 4. Definitions and Interpretations**

**Subd. 1. Extension**

Time limits specified in this agreement may be extended by mutual agreement.

## **Subd. 2. Days**

Reference to days shall mean calendar days.

## **Subd. 3. Computation of Time**

In computing any period of time prescribed or allowed by procedures herein, the date of the act, event or default for which the designated period of time begins to run shall not be included. The last day of the period so computed shall be counted, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

## **Subd. 4. Filing and Postmark**

The filing or service of any notice or document herein shall be timely if it is emailed, faxed, personally served, or if it bears a postmark of the United States Postal Service within the time period.

## **Section 5. Time Limitation and Waiver**

A grievance shall not be valid for consideration unless the grievance is submitted in writing to the Employer setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

## **Section 6. Adjustment of Grievance**

An effort shall first be made to adjust an alleged grievance informally between the employee and the immediate supervisor. If the parties are unable to resolve the grievance informally, the grievance will be addressed as follows:

### **Subd. 1. Level I**

If the grievance is not resolved through informal discussions, the grievance must be filed in writing with the immediate supervisor. The immediate supervisor shall give a written decision of the grievance to the parties involved within fifteen (15) days after receipt of the written grievance.

### **Subd. 2. Level II**

In the event the grievance is not resolved in Level I, the decision rendered may be appealed to the Departmental Executive Officer (e.g. Head, Chair, Director) or a designee, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level I. If a grievance is properly appealed to the Departmental Executive Officer or designee, the Departmental Executive Officer or designee shall issue a decision in writing within fifteen (15) days after receipt of the written appeal to the parties involved. The Employer will publish a list of Departmental Executive Officers and furnish a copy to the Union for purposes of this Subdivision.

### **Subd. 3. Level III**

In the event the grievance is not resolved in Level II, the decision may be appealed to the Chief Executive Officer, Dean, or designee, provided such appeal is made in writing within seven (7) days after receipt of the decision in Level II. If a grievance is properly appealed to the Chief Executive Officer, Dean, or designee, the Chief Executive Officer, Dean, or designee, shall issue a decision in writing within fifteen (15) days after receipt of the written appeal to the parties involved.

### **Section 7. Denial of Grievance**

Failure by the Employer or its representatives to issue a decision within the time periods provided herein shall constitute a denial of the grievance and the employee may appeal it to the next level.

### **Section 8. Arbitration Procedure**

#### **Subd. 1. Request**

The arbitration provisions of this agreement may only be invoked with the approval of the Union and in the case of an employee grievance, only with the approval of the employee. Written notice of intent to arbitrate, signed by the Union and/or employee must be delivered to the office of the Vice President for Human Resources within fifteen (15) days following receipt of the decision in Level III of the grievance procedure.

#### **Subd. 2. Selection of Arbitrator**

Upon submission of a request for arbitration, the parties may within ten (10) days after the request to arbitrate, attempt to agree upon the selection of an arbitrator. If no agreement on an arbitrator is reached, either party may request the Iowa Public Employee Relations Board (PERB) to submit a panel of seven (7) arbitrators. Within ten (10) days after receipt of the panel, the parties shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of her/his selection.

#### **Subd. 3. Hearing**

The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons as they may choose and designate, and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

#### **Subd. 4. Request**

After the date for the arbitration hearing is established, the SEIU representative and Employer representative will schedule a meeting not less than one (1) week prior to the grievance arbitration hearing date to exchange all evidence relevant to the grievance that is available to them at that time through the exercise of reasonable diligence.

**Subd. 5. Expenses**

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses shall be borne equally by the Employer and the Union. The cost of transcripts shall be borne by the requesting party, without having to furnish a copy to the other party, unless the parties mutually agree to share the entire cost. Any other expenses incurred shall be paid by the party incurring the same.

**Subd. 6. Final and Binding Decision**

The arbitrator so selected shall confer with the Employer and Union representatives and hold hearings promptly and shall issue her/his decision not later than thirty (30) days from the date of the close of the hearings or, if written briefs have not been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall not have power to alter, add or detract from the specific provisions of the Agreement. The decision of the arbitrator shall be submitted to the parties and shall be final and binding on the parties, subject to the limitations on arbitrators' decisions as provided by Iowa law.

**Section 9. Exclusive Procedure**

The grievance procedure set out above shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application or interpretation of this Agreement.

**ARTICLE VI.  
HOURS OF WORK**

**Section 1. Scheduling**

The parties recognize that the Hospital has unique scheduling requirements because it operates 24 hours per day, 7 days per week on a year-round basis. Accordingly, many Hospital employees must routinely perform work on weekends, holidays and various shifts to serve the patients and the public and to meet the operational needs of the Employer. In order to meet these needs, the Employer and the Union may develop alternate scheduling options by mutual agreements, which may be agreed upon in Memoranda of Understanding.

**Section 2. Percentage of Appointment**

Employee hours of work are reflected in their percentage of appointment. The appointment level shall be based upon the appointing authority's determination of the amount of time it should normally take to perform the assigned duties. An employee's percentage of appointment shall not be changed without the consent of the employee except in instances of layoff (refer to Layoff Article). The Employer shall not schedule employees to work more or less than their percentage of appointment for

regular shifts in their defined work schedule except with the consent of the affected employee. This does not include overtime hours.

### **Section 3. Work Schedules**

Work schedules define a staff member's workdays, shift rotation and days off for a defined period of time. Work schedules will be developed by the unit/department. In developing work schedules, the Employer will adhere to the following:

#### **Subd. 1.**

The workweek shall begin on Sunday at 0000 and end on Saturday at 2400. For purposes of counting weekends off and/or worked, it is recognized that weekends split by the beginning and/or end of a schedule cycle will be counted no more than one time in each scheduling cycle.

#### **Subd. 2.**

Work schedules for clinical units will be established by the Employer based upon the needs of the clinical unit and with consideration for employees' preferences. Alternate work schedules may be established by mutual agreement between the employee and the employee's supervisor.

#### **Subd. 3.**

Where applicable, schedules, usually of a six (6) week duration, will be provided to bargaining unit employees no less than three (3) weeks and no more than five (5) weeks in advance of the start of the new schedule. For vacation requests, each clinical unit shall either develop a consistent day of each scheduling cycle by which vacation requests are due or shall give advance notice in each scheduling cycle of the day by which vacation requests are due, unless already designated in an agreed upon vacation request protocol. Once schedules have been posted they shall not be changed except with the consent of the affected employee(s). (For purposes of this section, overtime hours are not considered to be scheduled hours.)

#### **Subd. 4.**

The normal work cycle shall consist of a six (6) week cycle during which full-time employees shall not be scheduled for more than two hundred forty (240) hours total (part-time employees shall be proportional). No employee shall be scheduled for more than three (3) weekends during a six (6) week schedule.

#### **Subd. 5.**

The normal workday consists of eight (8) hours of work, except in those areas utilizing alternative work schedules. Alternate workdays may also be established by mutual agreement between the employee and the employee's supervisor.

**Subd. 6.**

The Employer agrees that in developing schedules, employees will not be required to work more than five (5) consecutive days of eight-hour (8) shifts, four (4) consecutive days of ten-hour (10) shifts, or three (3) consecutive days of twelve-hour (12) shifts, or any other combination of shifts that exceeds forty (40) hours without at least two days off, except with the agreement of the employee. Excluded from this are defined scheduling patterns used within a clinical unit on a regular basis in which a bargaining unit employee works more than five (5) consecutive days to allow for two (2) or more consecutive days off.

**Subd. 7.**

A day off shall be at least twenty-three and one half (23 1/2) hours, unless otherwise agreed between the employee and the supervisor.

**Subd. 8.**

No employee shall be scheduled to work more than two (2) different shifts in one (1) week, except with the consent of the employee. When an employee rotates to a different shift, there will be a break of at least twenty (20) hours unless otherwise agreed to between the employee and the supervisor.

**Subd. 9.**

Bargaining unit employees may trade or alter work schedules or shifts only with prior approval of management and cannot create overtime for any of the trading parties.

**Subd. 10.**

Whenever practicable, bargaining unit employees will be granted an uninterrupted, unpaid and unscheduled meal period. The meal periods may be thirty (30) to sixty (60) minutes, depending on the clinical unit. Meal periods which are interrupted by work duties shall be considered and compensated as hours worked. If an employee does not receive a meal period the employee will be compensated.

**Subd. 11.**

In units where staff are required to wear Employer provided scrubs, such as Operating Room, Labor and Delivery, and Pharmacy Admixture, employees shall receive reasonable and adequate paid wash-up/changing time immediately prior to and at the end of the shift.

**Subd. 12.**

Clinical units may use or adopt self-scheduling plans by mutual agreement between the Employer and the affected employees.

**Section 4. Standby/On-call**

It is recognized that the nature of some jobs within the bargaining unit require the availability of staff beyond their regular shift. Staff will be notified if their job requires standby/on-call work. All staff

within the specified positions will be assigned standby/on-call on a rotating basis by the Employer. Alternate rotational systems may be developed by mutual agreement of the affected employees and the Employer. The staff members on standby/on-call status shall be immediately accessible by telephone or beeper and must be able to report back to work within departmental service guidelines. Compensation for standby/on-call shall be subject to Article IX, Supplemental Pay.

### **Section 5. Extension of Shift**

In some units staff will be designated in advance to be available to work an extension of their shift to complete unfinished procedures or work activities. All staff within the specified positions will be assigned extension of shift on a rotating basis by the Employer. Alternate rotational systems may be developed by mutual agreement of the affected employees and the Employer. Staff, whether full or part-time, will receive time and one-half for all hours worked under extension of shift or compensatory time at the employee's request equal to the time worked (unless required under FLSA to be compensated at 1.5 times the hours worked), to be used at the request of the employee, subject to the approval of the supervisor. Where additional staff are required beyond those already assigned to an extension of shift in the OR or the Ambulatory Surgical Center, staff who volunteer or are assigned to meet the additional staffing need will be paid double time.

### **Section 6. Travel Between Work Sites**

Staff who are required by the Employer to travel between work sites will be considered to be on work status while traveling between the work sites.

## **ARTICLE VII. WAGES**

### **Section 1. Pay Plans**

Minimum and maximum pay ranges for classifications identified in Appendix A are provided in Appendix B for the 2011-2012 contract year and in Appendix C for the 2012-13 contract year.

### **Section 2. New Employees**

New employees will be hired within the salary ranges by classification as provided in Appendix B for the 2011-2012 contract year and Appendix C for the 2012-2013 contract year. Employer may hire new employees above the minimum for the applicable salary grade.

### **Section 3. 2011-2012 Salaries (Returning Employees)**

Effective with the 2011-2012 appointment year (July 1, 2011), each returning bargaining unit employee who was employed on April 30, 2011 as a bargaining unit employee shall receive, in addition to existing base salary, a three percent (3%) increase to be added to the employee's base salary for the appointment year 2011-2012.

#### **Section 4. 2012-2013 Salaries (Returning Employees)**

Effective with the 2012-2013 appointment year (July 1, 2012), each returning bargaining unit employee who was employed on April 30, 2012, as a bargaining unit employee shall receive, in addition to existing base salary, a three percent (3%) increase to be added to the employee's base salary for the appointment year 2012-2013.

#### **Section 5. Part-time Employees**

Part-time employees, who are members of the bargaining unit, shall receive proportionate increases for each contract year as provided in Sections 3 and 4 for full-time employees.

#### **Section 6. Range Limitation**

The implementation of salary increases as provided in Sections 3, 4, and 5 hereof shall not exceed the top of the salary ranges for each year as provided in Appendices B and C. With notice to the Union, the Employer may extend the established range for a specific classification as necessary to address critical needs. If an employee's salary would exceed the top of the range, the employee's base salary shall be set at the top of the range, and any increase exceeding the top of the salary range shall be paid to the employee as a one-time lump sum and not added to the employee's base salary. Any such lump-sum payment shall be due and payable to the employee on December 1st of each contract year covered by this agreement.

#### **Section 7. Employer Discretion**

Nothing herein shall preclude the Employer from granting salary increases related to performance, equity payments, or market conditions above the requirements of this Article.

### **ARTICLE VIII. OVERTIME**

#### **Section 1. Eligibility and Definition**

##### **Subd. 1.**

Bargaining unit classifications are designated by the Employer as exempt or non-exempt in accord with the Fair Labor Standards Act (FLSA). Those designated as non-exempt are eligible for overtime consistent with the Act. In the administration of this contract, all overtime worked by those exempt and non-exempt are governed by the terms of this Overtime Article, as well as the provisions of this Agreement as a whole.

##### **Subd. 2.**

Extra time is defined as time worked at the direction of the Employer in excess of the employee's regular assigned shift. Employees who work beyond the scheduled hours at their own discretion to meet personal position objectives or to advance their own career objectives shall not qualify for

compensation under this Article. Employees may not work additional hours without the approval of the Employer.

## **Section 2. Assignment**

### **Subd. 1.**

Scheduled overtime, which can be planned during the scheduling process, will be offered to all bargaining unit employees in the clinical unit through a posting or e-mail process.

### **Subd. 2.**

Overtime hours which are not met through the scheduling process but which can be anticipated at least twenty-four (24) hours in advance will first be offered to all employees on the voluntary extra time list maintained in each clinical unit and if not met through that process, will be assigned based upon a rotating list of all clinical unit employees in reverse order of bargaining unit seniority. Staff who have accepted any overtime assignment will move to the bottom of the mandatory extra time list.

### **Subd. 3.**

Overtime hours which cannot be anticipated twenty-four (24) hours in advance will first be offered to those employees who are working at that time and if unmet by a volunteer, will be assigned to the person working who is next in line on the mandatory overtime list. Staff who work an extra time shift will move to the bottom of the mandatory overtime list. Every effort will be made to limit involuntary overtime assignment to not more than eight (8) hours in a six (6) week cycle whenever possible.

### **Subd. 4.**

When making mandatory assignments, the individual circumstances of the affected employees, such as sequence and length of shifts already worked and time between shifts and number of call-back hours worked, will be considered. Except in cases of emergency, no employee will be required to work more than twelve (12) consecutive hours.

## **Section 3. Notice**

Notice to employees of an overtime assignment should be given as far in advance as is reasonably practicable depending on the circumstances.

## **Section 4. Compensation**

### **Subd. 1.**

For part- and full-time non-exempt staff, payment for overtime beyond forty (40) hours in a week will be at 1.5 times the defined hourly rate for the employee or compensatory time equal to 1.5 times the hours worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation.

**Subd. 2.**

For full-time exempt staff, payment for overtime beyond two hundred forty (240) hours in a six (6) week cycle will be at 1.5 times the defined hourly rate for the employee or compensatory time equal to the time worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation.

**Subd. 3.**

For part-time exempt staff, payment for the additional assignment will be at the employee's regular hourly rate of pay, unless the part-time employee has worked more than two hundred forty (240) hours in a six (6) week cycle, or may accrue compensatory time equal to the time worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation. Hours in excess of two hundred forty (240) hours in a six (6) week cycle shall be compensated in the manner described in Subd. 2 above.

**Subd. 4.**

Accrued compensatory time shall be used at the request of the employee, subject to the approval of the supervisor. Compensatory time accrued but not used within one hundred twenty (120) calendar days will be paid in the next monthly payroll. Compensatory time earned at the regular rate of pay will be paid at the premium rate, as outlined in Subds. 1 through 3 above. Upon separating from employment, employees shall be paid for any unused earned compensatory time.

**Subd. 5.**

The Employer may exceed the compensation rates provided in this Article in order to meet critical staffing needs within a clinical unit.

**Subd. 6.**

Employees in the Main OR, Main PACU, and Ambulatory Surgical Center who work more than twelve (12) consecutive hours in providing direct patient care to his/her assigned patient(s) or in other patient care related assignments as directed by the manager/designee and/or charge nurse shall be paid at the rate of double the defined hourly rate for all hours worked beyond their scheduled hours.

**Section 5. Extra Shift Premium Differential**

**Subd. 1.**

Staff who commit to work extra shifts of at least four (4) hours will be paid a premium differential of \$10.00 per hour for all overtime worked, excluding orientation. Payment will be made with other monthly adjustments.

**Subd. 2.**

Part-time and full-time staff will also be paid overtime, consistent with Article VII Overtime, Section 4 of the Agreement between the parties.

## **Section 6. Part-time Outreach Staff in Clinical Units with Variable Schedules to Meet Patient Care Needs**

Part-time staff who work in clinical units in which the work schedule varies each week to accommodate clinic/patient schedules, and who work more than their regular assignment/percentage of appointment in a week, may use the extra time earned as comp time to average their effort with other weeks where they work less than their regular assignment/percentage of appointment. This utilization is in lieu of immediate payment, and must occur within a six-week cycle. Any time earned and not needed to balance out the six-week cycle to equal the employee's percentage of appointment will be paid out according to the language within this Article.

## **Section 7. Exclusions**

### **Subd. 1.**

Time spent in standby/on-call status and callback time is not counted in applying the provisions of this Article. Time spent in personal sick leave and family caregiving leave is not counted in applying the provisions of this Article if it occurs in the same week in which the overtime was worked.

### **Subd. 2.**

Attendance at education programs or meetings which are required by the Employer and which cannot be attended during work time are counted toward overtime for purposes of this Article. Continuing education required to maintain licensure is excluded from overtime.

## **ARTICLE IX. SUPPLEMENTAL PAY**

### **Section 1. Standby/On-call Pay**

Employees who are required to be in standby/on-call status shall be compensated at the rate of ten percent (10%) of their defined hourly rate for each hour spent in standby/on-call status. If called back to work and paid overtime, standby/on-call compensation will cease for the time spent at work.

### **Section 2. Callback Pay**

#### **Subd. 1.**

Bargaining unit employees returning to the work place from standby/on-call status or at a time not contiguous with their regular shift, will be paid call-back pay at the rate of 1.5 times the defined hourly rate or 2.0 times the defined hourly rate for call back between 2300 and 0700 for actual time worked or compensatory time equal to the time worked (unless required under FLSA to be compensated at 1.5 times the hours worked), to be used consistent with Subd. 2 below. A two-hour (2) minimum payment guarantee is provided for all callback pay under this section.

**Subd. 2.**

In clinical units where patient care needs permit, the Employer may develop a plan to permit staff who have worked additional hours due to call back and who are scheduled to report for subsequent morning shift, to use some comp time or vacation, hour for hour, for the hours scheduled to work in the subsequent morning shift, in order to facilitate a rest period.

**Subd. 3.**

Bargaining unit employees returning to the work place from standby/on-call status or at a time not contiguous with their regular shift on a holiday, will be paid call-back pay at the rate of two (2) times the defined hourly rate for actual time worked. A two-hour (2) minimum payment guarantee is provided for callback pay under this provision. In addition, for hours worked on the holiday up to the limit of holiday benefit hours paid consistent with Article XIII, these employees will receive holiday comp time.

**Subd. 4.**

Employees who are on call and who work more than twelve (12) consecutive hours on callback shall be paid at the rate of double the defined hourly rate for all callback hours worked beyond eight (8) hours.

**Section 3. Telephone Consultation**

Employees who are assigned the responsibility of providing telephone consultation services outside of their normal working hours, shall be compensated under Overtime, Article VIII of this agreement, for time worked.

**Section 4. Charge Assignment**

**Subd. 1.**

Clinical Associate Directors will identify units utilizing the Charge Nurse role to Hospital Human Resources on an annual basis, designating which hours of work will use the Charge Nurse role. Hospital Human Resources will provide a copy to the Union.

Bargaining unit staff nurses assigned the role of Charge by their supervisor for a four (4) hour period of time or more receive an additional \$1.00 per hour for performing this assignment. The expectations for the duties and the qualifications for Charge will be outlined in an addendum to the applicable job descriptions, with consideration to the role discussed in the Nurse Staffing Advisory Council (2004).

**Subd. 2.**

All other classifications or positions which utilize Charge as designated by the Employer receive an additional \$1.00 per hour for performing this assignment. The expectations for the duties and the qualifications for Charge are outlined in an addendum to the applicable job descriptions.

## **Section 5. Preceptor Assignment**

### **Subd. 1.**

Employees who perform the role of preceptor for employees on orientation will be required to attend an initial preceptor training offered during their work time. Upon completion of the initial training, attendance at a yearly refresher course will be required to maintain competencies. Departments who do not have preceptor training programs will be encouraged to create one, or employees will be allowed to participate in the nursing preceptor program.

## **ARTICLE X. SHIFT AND WEEKEND DIFFERENTIALS**

### **Section 1. Hours Differential**

Employees will receive a paid differential for hours worked during shifts in time frames as follows:

#### **Subd. 1.**

Hours worked between 1500 and 2330 will be compensated at an additional \$3.00 per hour if four (4) or more hours of the shift occur between these hours.

#### **Subd. 2.**

Hours worked between 2300 and 0730 will be compensated at an additional \$3.50 per hour if four (4) or more hours of the shift occur between these hours.

#### **Subd. 3.**

Hours worked between 1500 on Friday until 2300 on Sunday will be compensated at an additional \$2.00 per hour if four (4) or more hours of the shift occur between these hours.

#### **Subd. 4.**

Staff that work at least four (4) hours between 1500 and 0730 will receive the appropriate differential of \$3.00 per hour from 1500-2300 and \$3.50 per hour from 2300-0730.

### **Section 2. Limitations**

In the event of the extension of a regular workday into a shift differential period, an employee shall be eligible for shift differential only if such extension is for a period of four (4) or more hours into a shift differential period. Shift differential shall not be included in the calculation of paid time off.

### **Section 3. Pharmacy Department**

Provisions of Subd. 1 and 2 above shall not apply to those employees in the Pharmacy Department who work ten (10) hour (or longer) night shifts. Those employees shall receive a differential of ten percent (10%) of their hourly salary for all hours worked.

## **ARTICLE XI. BENEFITS**

### **Section 1. Eligibility**

Bargaining unit employees employed in budgeted positions of fifty percent (50%) time or greater will be eligible for participation in the University's Benefits Program.

### **Section 2. Effective Date of Insurance Coverage**

The insurance plans available through the University's Benefits Program become effective the first of the month following employment, and such coverage will end on the last day of the month in which the termination occurs.

### **Section 3. Flex Plan Administration**

Bargaining unit employees may select from the benefit options currently available and participate in the University's Benefits Program under the same administrative rules and conditions as other University faculty, P&S staff and MSE staff. Subject to Section 4, the University maintains its right to make changes in the administration of this plan and the benefits provided to bargaining unit employees by the plan, using its procedures for policy development and revision. The Employer will notify the Union in writing by October 1<sup>st</sup> of any January benefit changes affecting the bargaining unit employees.

### **Section 4. Flex Plan Rates Changes**

Bargaining unit employees will be charged under the same benefit rate structures under this Plan as other University faculty, P&S staff and MSE staff, which may be changed on an annual basis to reflect changes in the cost of such programs. Furthermore, bargaining unit employees will receive contributions from the Employer consistent with contribution elements outlined in this Article. The University retains its right to change annual adjustments to the cost of premiums as the condition for participation in this plan, and will notify the Union in writing by October 1st prior to the effective date of such changes.

The benefits available to bargaining unit employees as of January 2, 2011, represent the minimum level the Employer will provide during the term of the agreement. The Employer agrees there will be no reduction in the level of benefits provided to bargaining unit employees, including the general benefit credits and the shared savings credit.

### **Section 5. Contribution Rates**

Consistent with Sections 3 and 4 of this Article, the Employer will contribute to an individual employee's benefits an amount that is comprised of the following four elements:

**Subd. 1.**

Bargaining unit employees will receive from the Employer One-Hundred percent (100%) contribution for single health insurance.

Bargaining unit employees will receive from the Employer Eighty percent (80%) contribution for all other family statuses for health insurance.

Bargaining unit employees will receive from the Employer One-Hundred percent (100%) contribution for all other family statuses for health insurance if the bargaining unit employee and their spouse/partner is employed in a position that is either another bargaining unit employee or a faculty, P&S or MSE staff who are eligible for a contribution towards the same University insurance benefits as the bargaining unit member.

**Subd. 2.**

Bargaining unit employees will receive from the Employer One-Hundred percent (100%) contribution for single dental insurance.

Bargaining unit employees will receive from the Employer Eighty percent (80%) contribution for all other family statuses for dental insurance.

Bargaining unit employees will receive from the Employer One-Hundred percent (100%) contribution for all other family statuses for dental insurance if the bargaining unit employee and their spouse/partner is employed in a position that is either another bargaining unit employee or a faculty, P&S or MSE staff who are eligible for a contribution towards the same University insurance benefits as the bargaining unit member.

**Subd. 3.**

Bargaining unit employees will receive One-Hundred percent (100%) contribution from the Employer for group term life insurance in the amount of two times base salary, rounded to the next highest thousand.

**Subd. 4.**

Bargaining unit employees will receive One-Hundred percent (100%) contribution from the Employer for long term disability (LTD) insurance that will provide 60% base salary replacement.

**Subd. 5.**

Employee contributions for the next calendar year will be based upon salary on December 31 of the previous calendar year.

**Section 6. Credits**

The Benefits program has an element of choice:

Bargaining unit employees will receive a Monthly General Credit. For 2011 through 2013 this credit is \$90.

Bargaining unit employees will receive a monthly credit if they do not participate in the health insurance plans. For 2011 through 2013 this credit is \$200.

Bargaining unit employees will receive a monthly credit if they do not participate in the dental insurance plans. For 2011 through 2013 this credit is \$25.

Bargaining unit employees will receive a monthly credit if their base salary is at least \$25,000 and they participate in the group term life insurance plan of \$50,000 coverage. For 2011 through 2013 this credit is \$40.

The credits may be used to apply against any out-of-pocket cost incurred through enrollment in any of the University benefit insurance or spending account options that can be paid on a before tax basis. There is no cash option for any of the credits.

### **Section 7. University Hospital Pharmacies**

Bargaining unit employees may use their Staff ID Card to charge incurred costs of prescription drugs purchased at the University of Iowa Hospitals, consistent with University charging policies.

### **Section 8. Dependent Coverage**

Bargaining unit employees may purchase dependent coverage through payroll deduction for spouses, children and domestic partners who meet the University's standards of eligibility.

### **Section 9. Payroll Deduction**

The cost of the benefit options selected by the bargaining unit employees in excess of the Employer contribution shall be paid by the bargaining unit employee through monthly payroll deduction.

### **Section 10. Insurance Review Committee**

The parties shall each appoint up to six (6) members who will serve on a joint Labor and Management committee charged with monitoring health insurance usage and costs, and opportunities to educate bargaining unit employees on ways to better and more efficiently utilize healthcare benefits. Such members shall be provided release time. If they come to work for the meeting on their day off, they will be paid straight time (unless required under FLSA to be compensated at 1.5 times). The committee will meet the first working Friday afternoon from 2:30 PM to 4:00 PM at a location in UIHC, except for January, June, July and August. The September meeting would be on the second Friday due to the Labor Day weekend.

**ARTICLE XII.**  
**VACATION LEAVE**

**Section 1. Accrual**

**Subd. 1.**

Employees shall begin accruing vacation leave on their first day in pay status. Vacation leave shall be accrued on a monthly basis. Full-time bargaining unit employees hired before July 1, 1999, shall accrue one hundred and ninety-two (192) hours per year, sixteen (16) hours per month, including the two (2) personal holidays provided in the Holiday Article. University of Iowa staff transferring into the bargaining unit (since July 1, 1999) shall accrue no less than their previous vacation accrual rate, not to exceed one hundred and ninety-two (192) hours per year, sixteen (16) hours per month, effective

July 1, 2001. Full-time employees hired on or after July 1, 1999, shall accrue vacation leave at rates based upon their seniority on the following schedule:

Years of Service	Hours Per Year	Hours Per Month
Up to 3	120	10.0
More than 3, up to 6	160	13.3
More than 6	192	16.0

**Subd. 2.**

The accrual rates in Subd. 1 above include the two (2) personal holidays provided in the Holiday Article. Part-time employees shall accrue vacation leave based upon their percentage of full-time appointment. Vacation accrues during any period of service in pay status. Current accumulation balances and a report of current vacation accrual are available to staff at the University maintained Self Service Center website.

**Subd. 3.**

Vacation leave may accrue up to a maximum equal to two (2) times an employee's annual accrual. When an employee's vacation accrual is within six (6) months of reaching maximum accrual, both the supervisor and the employee will receive a report. The Employer will work with the employee to plan a vacation schedule of up to sixteen (16) hours (prorated for part-time) each month until a longer vacation can be scheduled or until the employee falls below the "within six (6) months of reaching the maximum accrual" level. If the supervisor and the employee agree that in spite of the employee's cooperation in attempting to schedule time off, the supervisor cannot grant the time to prevent loss of accruals, the employee can appeal to the Director of Hospital Human Resources/UIHC, Director of Human Resources/College of Medicine, or Human Resources Administrator/College of Dentistry and

request that excess vacation hours be banked. It is the intent of this paragraph to avoid the loss of vacation accrual.

## **Section 2. Scheduling**

### **Subd. 1.**

Bargaining unit employees in each clinical unit shall develop their own vacation scheduling protocols subject to the approval of the supervisor, which shall be communicated to the Union before they are published for the bargaining unit employees to be affected.

### **Subd. 2.**

Employees with at least six (6) months of employment shall be offered the opportunity to schedule at least one (1) week of vacation during the periods of prime time, defined as the period beginning May 15 and ending September 15. Employees with at least six (6) months of employment shall also be offered the opportunity to schedule at least two (2) consecutive weeks of vacation throughout the remaining times of the year. Part-time staff would be entitled to request prorated periods of vacation during these time periods. A week shall be considered to be at least seven (7) consecutive days without being scheduled to work for purposes of this paragraph. For example, a full-time eight (8) hour shift employee would utilize five (5) vacation days and two (2) regular days off. Utilizing vacation time will not require the employee to “make up”, “trade out”, or work extra days.

### **Subd. 3.**

Vacation requests made more than thirty (30) calendar days in advance of the posting of the work schedule shall be granted on a first come, first served basis. Vacation requests made less than thirty (30) calendar days in advance of the posting of the work schedule shall be granted based upon seniority. Requests approved will be reflected in the work schedule, consistent with Article VI, Hours of Work. Section 3 Work Schedules.

### **Subd. 4.**

Vacations shall be scheduled at the request of the Employee, subject to the approval of the Employer. Employees shall receive a response to a regular vacation request within fourteen (14) calendar days, or as otherwise defined by protocols within each clinical unit developed consistent with Subd. 1 of this Section. If the vacation is denied, the reason for the denial shall be stated in writing. Once vacation leave has been approved, such approval will not be withdrawn.

## **Section 3. Purpose**

The parties recognize that vacation leave primarily is intended to provide employees with a period of rest and relaxation in order that employees may return to work refreshed and to thus improve the employees' morale and performance. For that reason, employees will not be scheduled to work during vacation time without their consent and will not be scheduled for standby/on-call during vacation leave.

**Section 4. Spontaneous Leave**

In circumstances involving low census or low workload the Employer may offer employees the option of taking a "spontaneous" (unplanned) leave. Spontaneous leave shall be offered on a rotating basis to the employees when staffing levels permit.

**Subd. 1.**

Weekend option staff within a clinical unit shall not be offered spontaneous leave until all regular staff in that clinical unit have declined.

**Subd. 2.**

Spontaneous leave may, at the discretion of the Employer, be offered on a conditional basis, i.e., the employee may be required to be available for recall to complete the shift, if needed. Employees who accept the offer of conditional spontaneous leave shall receive standby/on-call pay pursuant to the Supplemental Pay Article in addition to compensatory time or vacation pay.

**Section 5. Catastrophic Leave Contribution**

Employees may contribute accrued vacation leave to benefit another employee suffering from catastrophic illness. Vacation leave shall be donated in no less than one (1) hour increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated vacation leave on forms provided by the Employer for this purpose. Vacation leave donated to another employee pursuant to this provision shall be irrevocably credited to the recipient's sick leave account.

**ARTICLE XIII.  
HOLIDAYS**

**Section 1. Holidays**

**Subd. 1.**

The Employer shall provide nine (9) scheduled and two (2) unscheduled paid holidays as set forth below:

**Scheduled Holidays:**

Dr. Martin Luther King, Jr.'s Birthday	3rd Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4

Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	

**For Employees with a M-F Workweek:**

2011 Winter Holiday	Monday, December 26, 2011
	Tuesday, December 27, 2011
New Year's Day	January 2, 2012
2012 Winter Holiday	Monday, December 24, 2012
	Tuesday, December 25, 2012
New Year's Day	January 1, 2013

For Employees with other than a M-F Workweek:

2011 Winter Holiday	Saturday, December 24, 2011
	Sunday, December 25, 2011
New Year's Day	January 1, 2013
2012 Winter Holiday	Monday, December 24, 2012
	Tuesday, December 25, 2012
New Year's Day	January 1, 2013

**Subd. 2.**

Unscheduled holidays shall be prorated and accrued on a monthly basis and added to the employee's accrued vacation account and shall be taken in accordance with the procedures set forth in the Vacation Article.

**Subd. 3.**

For employees on a Monday through Friday work week, Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday. For all other

employees, the holiday shall be deemed to fall on the day on which the holiday occurs, including December 24.

**Subd. 4.**

Due to the nature of hospital work, staff may be scheduled to work on holidays whether the holiday is a scheduled or an unscheduled holiday. Current unit vacation scheduling protocols that address holiday scheduling will apply or units will be required to add language regarding holiday schedules to their vacation scheduling protocols subject to the terms outlined in Article XII, Section 2, Subd. 1.

**Subd. 5.**

To be eligible for holiday pay, employees must be in a pay status on their last scheduled work day immediately before and their first scheduled work day immediately following each holiday. Employees shall not be eligible for holiday pay during any period of leave of absence without pay or during a layoff.

**Section 2. Compensation for Holidays**

**Subd. 1.**

If holiday falls on an employee's regularly scheduled work day and the employee is not required to work, the employee will be paid the employee's normal salary for the day.

**Subd. 2.**

If a holiday falls on an employee's regularly scheduled day off and the employee is not required to work, the employee will receive compensation equal to eight (8) hours of salary (an amount prorated to the percent of time for part-time employees), or an additional day off at the choice of the employee, subject to the approval of the supervisor.

**Subd. 3.**

If any bargaining unit employee is required by the Employer to work on a scheduled holiday, the employee will be paid at a holiday premium rate equal to one and one half the employee's regular salary rate for actual time worked on the holiday. In addition, the employee shall receive the Holiday benefit in the form of an alternate day off as requested by the employee, subject to the approval of the supervisor. Such an alternate day off shall not be revoked once approved by the supervisor. Employees on call back will also receive any portion of their holiday hours worked as holiday comp time. If the employee has not received the holiday time within one (1) year of the holiday worked, the employee will receive holiday compensation equal to eight (8) hours of salary (prorated for part-time employees).

**Subd. 4.**

Employees who receive compensation under this section for hours less than their regular hours of assignment shall be provided the option of utilizing accumulated paid leave in an amount equal to the

hours needed to compensate for regular scheduled hours. An employee may also request to work the additional hours within the six (6) week schedule where the holiday occurs, subject to the approval of the Employer.

## **ARTICLE XIV. SICK LEAVE**

### **Section 1. Accrual**

#### **Subd. 1.**

Full-time employees shall accrue sick leave at the rate of one hundred and forty-four (144) hours per year or twelve (12) hours for each full month of service. Part-time employees shall accrue sick leave at their fractional equivalent of full-time appointment. There is no limit on the amount of sick leave which may be accrued.

#### **Subd. 2.**

Accrued sick leave shall be placed in an employee's sick leave account. Current accumulation balances are available to staff at the University maintained Self Service Center website. Separation from employment shall cancel all unused accumulated sick leave, except upon retirement, when employees shall receive cash payment for accumulated, unused sick leave not to exceed a total of two thousand dollars (\$2,000) payable with the employee's final paycheck. When an employee is laid off and recalled, any unused accumulated sick leave shall be restored provided the employee is re-employed by the Employer within one (1) year.

### **Section 2. Utilization of Sick Leave**

Employees shall not be required to explain an illness at the time a sick-call is made. An explanation may be required at a later time to administer the Family Medical Leave Act (FMLA), to determine how the absence is to be paid, or to investigate the potential of a communicable disease exposure. Attendance is an essential component of employment. The Employer may review sick leave usage for the purpose of determining whether sick leave use is excessive or abused. Discipline for attendance will be based upon the principles of just cause, and not solely on the number of occurrences or hours of absence.

Employees may use accrued sick leave for any of the following:

#### **Subd. 1.**

Medically Related Disability: Accrued sick leave may be used for personal illness which requires the employee's confinement and/or which renders the employee unable to perform assigned duties. The Employer may require a medical certificate or other appropriate verification for absences covered by this Section.

**Subd. 2.**

Medical or Dental Appointments: Medical or dental appointments which cannot be scheduled for non-working hours may be charged to sick leave if the absence is requested and approved in advance by the employee's supervisor. Absences for routine appointments should generally not exceed two (2) hours.

**Subd. 3.**

Family Caregiving Leave: A maximum of five (5) days of sick leave per calendar year may be used for the care and necessary attention of ill or injured members of the employee's immediate family. When sick leave is used to provide such care, appropriate verification of the status of the ill or injured person may be requested.

The maximum usage per year of family caregiving leave includes the current calendar year allowance of five days of sick leave, as well as any unused allowance from the previous calendar year, up to 80 hours in total for the care of and necessary attention to ill or injured members of the employee's immediate family.

**Subd. 4.**

Funeral Leave: A maximum of three (3) days of sick leave may be used for each occurrence of a death in the employee's immediate family.

**Subd. 5.**

Service as a Pall Bearer: A maximum of one (1) day of sick leave may be used for each service as pallbearer at the funeral of a person not a member of the Employee's immediate family.

**Subd. 6.**

Adoption: A maximum of five (5) days of sick leave may be used by a newly adoptive parent.

**Subd. 7.**

For purposes of this Section, immediate family is defined as the employee's spouse/domestic partner, children, grandchildren, foster children, stepchildren, legal wards, parents, grandparents, great grandparents, foster parents, stepparents, brothers, foster brothers, stepbrothers, sons-in-law, brothers-in-law, sisters, foster sisters, stepsisters, daughters-in-law, sisters-in-law, aunts, uncles, nieces, nephews, first cousins, corresponding relatives of the employee's spouse/domestic partner, and other persons who are members of the employee's household.

**Subd. 8.**

Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request, according to the same procedures as apply to the use of sick leave. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

### **Section 3. Conversion**

#### **Subd. 1.**

Employees who have accrued at least two hundred and forty (240) hours of sick leave may elect to accrue additional vacation leave in lieu of sick leave. Employees who so elect shall accrue vacation leave at the rate of one third the rate of their normal sick leave accrual. If an employee's sick leave account goes below two hundred and forty (240) hours, the account must be built up again before the employee is eligible for conversion. Any use of sick leave makes an employee ineligible for conversion during the month in which the use occurs.

#### **Subd. 2.**

Full-time employees who elect to convert sick leave to vacation as described in this Section, may accrue up to ninety-six (96) hours of vacation leave above and beyond the usual maximum accrual, as defined in Article XII, Vacation Leave, Section 1, Subd. 3. This amount is prorated for part-time employees who elect to convert sick leave to vacation.

## **ARTICLE XV. LEAVES OF ABSENCE**

### **Section 1. Eligibility**

Employees with at least one (1) year of seniority shall have the right to request a leave of absence in accordance with the provisions of this Article. Except for FMLA and Military Leave, unpaid leaves of absence are at the discretion of the Employer.

### **Section 2. Request Procedure**

Any request for a leave of absence shall be submitted on the Employer designated form by the Employee to the employee's immediate supervisor at least thirty (30) calendar days in advance whenever possible. The request shall state the reason for the leave, the type of leave being requested, and the length of the leave of absence being requested. Requests for leaves of absence will be responded to within fourteen (14) working days. In the event the Employer denies the leave, the reasons for the denial must be stated in writing.

### **Section 3. Court and Jury Leave**

#### **Subd. 1.**

Jury Service. Employees on jury duty will not incur a loss of pay for time spent on jury duty. Upon return from jury duty the employee shall remit any amount of pay received for jury service to the Employer, less any amount paid for travel or personal expenses.

An employee summoned as a juror shall immediately inform his/her supervisor of the absence. An employee who reports for jury duty and is dismissed shall be expected to resume his/her normal duties following dismissal from service.

**Subd. 2.**

Court Witness. When in obedience to the subpoena or direction by proper authority, an employee appears as a witness in any public or private litigation, and is not a party to such litigation, that employee is entitled to his/her regular compensation during the time those hours correspond to assigned work hours.

An employee who is required to serve as a court witness because the employee's testimony regarding care provided to a patient at the University of Iowa Hospitals and Clinics is material to a lawsuit, the employee will continue to receive regular pay from the Employer.

**Section 4. Military Leave**

All military leave shall be provided under Section 29A.28 of the *Code of Iowa* and the applicable federal statutes. Employees shall present orders to their supervisor the first business day following receipt. No employee's schedule shall be altered to avoid the application of this provision and no employee shall be required to make-up time spent in military leave status.

**Section 5. Voting Leave**

Any person entitled to vote in a general election is entitled to time off from work with pay on any general election day for a period not to exceed two (2) hours in length under the circumstances described below. Time off for voting may be granted only if the employee's working hours do not allow a three (3) hour period outside of working hours during polling hours. Application for time for voting should be made to the employee's supervisor prior to Election Day. The time to be taken off will be designated by the supervisor.

**Section 6. Family Medical Leave Act**

The Employer will provide Family and Medical Leave in accordance with the Family and Medical Leave Act, 28 U.S.C. Section 2601, et seq.

**Section 7. Educational Leave**

Employees may request an unpaid Leave of Absence of up to one (1) year to pursue an educational program. Such leave will be granted at the discretion of the Employer. To be eligible for unpaid educational leave, an Employee must have completed eighteen (18) months of service.

**Section 8. Medical Leave**

Employees with at least one (1) year of seniority who have exhausted their sick leave benefits may be granted an unpaid leave of absence of up to one (1) year.

### **Section 9. Other Leaves Without Pay**

The Employer, at its discretion, may grant a leave without pay for any other purpose not specified above.

### **Section 10. Return from Leave**

Upon returning from an approved leave of absence, the employee will be returned to the previously held position if available or, if not, to one in the same classification for which the employee is qualified. If no such position is available, the layoff procedure set forth in the layoff article of this agreement shall be utilized. However, in the case of Military Leave, the employee will be reinstated to another position of similar pay and class from which they left and for which the employee is qualified.

### **Section 11. Fringe Benefits**

Except as provided by law, fringe benefits shall not continue during any unpaid leave of absence which exceeds thirty (30) calendar days.

## **ARTICLE XVI. APPOINTMENTS AND SENIORITY**

### **Section 1. Letters of Appointment**

All newly appointed employees and employees transferring to a new clinical unit shall receive a letter of appointment which specifies the position title and appointment percentage, start date, anticipated responsibilities and work schedule, salary rate and a contact for benefit information.

### **Section 2. Seniority**

#### **Subd. 1.**

Definition. For bargaining unit employees hired before July 1, 1999, seniority will be calculated based upon the employee's most recent date of hire in a regular position with the Employer. For employees hired into bargaining unit positions on or after July 1, 1999, seniority means an employee's length of continuous service with the Employer in a regular position since the most recent date of hire in the bargaining unit. Exception shall be made for time spent in supervisory positions, in which case supervisory service shall be counted in the calculation of seniority if such time was preceded and followed by service in a bargaining unit position. Exception shall also be made for non-supervisory employees employed by the Employer, but outside the bargaining unit, in which case such service spent outside the bargaining unit shall be counted in the calculation of seniority if such time was preceded and followed by service in a bargaining unit position. In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority. The employee shall not

acquire seniority standing for any purpose under this Agreement for a period of one (1) calendar year, at which time this definition becomes applicable.

**Subd. 2.**

Lists. The Employer will post the seniority list annually in July of each year on the Employee & Labor Relations web site. The list shall contain the name, job classification, clinical unit, and seniority date of each employee in the bargaining unit. Employees shall have thirty (30) calendar days after the date the seniority list is posted in which to appeal their seniority date after which time the seniority date shall be presumed correct. Employees who are absent from the Employer due to extended illness, leave of absence or other legitimate reason, shall have thirty (30) calendar days from the time that they return to work in which to appeal their seniority date.

**Subd. 3.**

Breaks in Seniority. A break in seniority occurs upon transfer out of the bargaining unit (except as specified in Section 2, Subd. 1 of this Article), separation from employment through voluntary resignation, discharge, or upon lapse of recall rights. Employees who return to employment within thirty (30) calendar days of separation will retain their original seniority date. Employees who return to employment within one (1) year of separation will receive credit for previous seniority, but will not receive seniority credit for the period of separation.

**Subd. 4.**

Application. Seniority as defined in this Article shall be applicable only as expressly provided in this Agreement.

**ARTICLE XVII.  
LAYOFF PROCEDURES**

**Section 1. Application of Layoff**

**Subd. 1.**

The Union recognizes the right of the Employer to reduce the workforce subject to the provisions set forth in this Article. Such procedures shall apply to regular employees who have one (1) or more year of seniority.

**Subd. 2.**

The provisions of this Article shall not apply to temporary layoffs of less than thirty (30) consecutive calendar days.

**Subd. 3.**

The rights outlined in this Article will apply to employees who will be laid off due to privatization, or any other reason.

**Subd. 4.**

The operative unit for layoffs shall be the clinical unit as described in the Transfer Article of this Agreement (Article XVIII Section 2, Subd. 3).

**Subd. 5.**

The Employer retains the right to reassign bargaining unit employee to avoid a layoff or as otherwise provided in Article XVIII, Transfer Procedures. Employees reassigned will have priority status over other transfer candidates for three (3) months with regard to posted bargaining unit positions that are comparable to the position (same pay grade or lower) from which they have been reassigned and for which they are qualified, subject to Article XVIII, Transfer Procedures.

**Section 2. General Layoff Procedures**

**Subd. 1.**

Layoff shall be by clinical unit and classification, considering seniority, with the least senior being laid off first. Seniority may be excepted as necessary to retain employees with the special skills, training and abilities required to meet the needs of the Employer.

**Subd. 2.**

Regular employees with less than one (1) year of seniority affected by a reduction in force shall be notified in writing of layoff at least thirty (30) calendar days in advance of the effective date of the layoff, except in exceptional circumstances which disrupt the services of the hospital. Employees with at least one (1) year of seniority will receive at least sixty (60) calendar days notice of the effective date of the layoff. Employees with at least four (4) years of seniority will receive at least ninety (90) calendar days notice of the effective date of the layoff. Employees with at least eight (8) years of seniority will receive at least one-hundred and twenty (120) calendar days notice of the effective date of the layoff. The notice provision of this Subdivision will not apply if notice of such duration would seriously impair the financial integrity of a major administrative unit of the Employer.

**Subd. 3.**

Employees who are given layoff notice will have priority status with regard to vacant bargaining unit positions for which they are qualified and which are comparable to the position (same paygrade or lower) from which they are to be laid off, as specified in the Transfer Article.

**Subd. 4.**

Any employee in lieu of layoff, shall have the right of reinstatement to an available position in the classification formerly occupied, provided the employee meets the qualifications of the position, before any other person may be promoted to, or a new employee hired into such classification by the Employer. Upon reinstatement to another classification, an employee shall retain the current rate of pay except that if such rate of pay is higher than the highest rate currently paid for the classification into which the employee is reinstated, the employee's pay shall be reduced to that rate of pay.

**Subd. 5.**

The Employer will offer laid off bargaining unit employees temporary work hours, to the extent such are available and for which the employee is qualified.

**Subd. 6.**

The determination of the layoff order is subject to the grievance procedure commencing at Step 3. The implementation of such layoff shall not be delayed pending the resolution of such grievances.

**Section 3. Displacement Right**

**Subd. 1.**

An employee, in lieu of layoff, may elect to displace the least senior employee in their classification in another clinical unit, or in another classification which the employee has formerly occupied, provided the employee displaced has less than one (1) year of service with the Employer, and that the senior employee is fully qualified for the position.

**Subd. 2.**

To exercise the right of displacement, in lieu of layoff, the employee must notify the Director of Human Resources for the University in writing of such election, which must be received or postmarked not later than ten (10) calendar days after receiving notice of layoff.

**Subd. 3.**

This Section does not apply to employees laid off from grant funded research positions.

**Section 4. Eligibility for Recall**

**Subd. 1.**

The name of a regular employee shall be placed on a recall list for the classification from which laid off for a period of one year from the date of layoff.

**Subd. 2.**

In addition, a laid off employee may be placed on a recall list for any other classifications previously held by the employee for a period of one (1) year from the date of layoff.

**Subd. 3.**

Employees who exercise reinstatement rights to a different classification or who are recalled to a different classification or who accept employment at a lesser FTE than that from which laid off, shall remain on the recall list for the classification from which they were laid off for a period of one (1) year from the date of layoff.

**Subd. 4.**

Employees who make written notice and provide medical verification to the Employer of their recovery from a long term disability shall be placed on the recall list for the classification held prior to the disability.

**Subd. 5.**

If a laid off employee accepts a temporary position with the Employer, the employee shall remain on the recall list(s).

**Subd. 6.**

Employees who are eligible for recall must provide a current address and phone number to the Director of UI Human Resources. Failure to provide this information will result in loss of recall rights.

**Subd. 7.**

Whenever a vacancy of a budgeted position occurs within a classification where there are employees on the recall lists, employees within the clinical unit shall have such rights as provided under the Transfer Article prior to the exercise of rights of employees on recall.

**Subd. 8.**

Once it has been determined that the Employer will fill the position from the recall list, the Employer shall first offer that position, in seniority order, to employees on the recall list who previously held a position in the classification where the vacancy exists, provided the employee is qualified to perform the duties of the position, before a new employee may be hired for such position by the Employer.

**Subd. 9.**

Employees who are recalled must notify the Employer, in writing, of their acceptance of recall which must be received or postmarked not later than seven (7) calendar days after receiving notice of recall. Failure to accept a recall to a position when offered shall negate any further rights of reinstatement.

**Section 5. Insurance for Laid Off Employees**

Laid off employees may maintain health insurance as provided by COBRA.

**ARTICLE XVIII.  
TRANSFER PROCEDURES.**

**Section 1. Eligibility**

**Subd. 1.**

Regular employees who have completed one (1) year of employment in a budgeted position are eligible for the provisions of this Article.

**Subd. 2.**

Employees who have received progressive discipline at the written level or beyond within the prior twelve (12) months, are not eligible for the provisions of this Article except by mutual agreement between the Employer and the employee.

**Section 2. Definitions**

**Subd. 1.**

A transfer under the provisions of this article may be made within the employee's own classification from one clinical unit to another, or within their own clinical unit for shift preference, preference of work site within a clinical unit, or preference for percentage of budgeted full-time equivalency. Employees may also apply for transfer to another classification as provided in Section 4 of this Article.

**Subd. 2.**

A vacancy, for purposes of this Article, exists when the Employer decides to fill a budgeted position.

**Subd. 3.**

An employee's clinical unit is that work group defined by the Employer. A listing of such units shall be provided to the Union and made available to employees. The Union and affected employees will receive forty-five (45) calendar days advance written notice of changes in the organization of clinical units.

**Section 3. Procedures**

**Subd. 1.**

A vacancy will be posted in accordance with the Employer's current practice for fourteen (14) calendar days during which time employees may file a written request for transfer to the vacancy. Vacancy notices shall contain the classification name, clinical unit, shift(s), and percentage of full-time equivalency of the vacant position and any special or selective certifications. Vacancy notices will be posted in various locations according to the Employer's current practice.

**Subd. 2.**

Positions may be advertised outside the clinical unit and The University of Iowa concurrently provided that such advertising shall not impact the rights of employees under this Article.

**Subd. 3.**

The employee is required to file a written request for transfer during the posting period in order to be considered for the vacancy. Eligible employees outside the clinical unit are strongly encouraged to meet with the hiring manager or designee prior to applying for a transfer to review the duties and expectations of the position. Employees who make application for transfer may withdraw such application up to the point that a specific offer is made for the position.

**Subd. 4.**

Following the close of the posting period, the Employer shall offer the position to the most senior applicant from within the clinical unit.

**Subd. 5.**

If the vacancy is not filled from within the clinical unit, the Employer shall offer the position to qualified employees on recall for the classification pursuant to the provisions of the Layoff Article .

**Subd. 6.**

If the vacancy is not filled from the recall list, the Employer shall offer the position to an applicant currently in the classification but outside the clinical unit, based upon the applicant's skills, abilities, and relevant professional experience, giving preference to employees who have received a layoff notice. In the event the skills, abilities and experiences are relatively equal, the Employer shall select the applicant with the most seniority.

**Subd. 7.**

If the vacancy is not filled through the preceding procedures, applicants from any other source, including other bargaining unit employees, may be considered.

**Subd. 8.**

In all cases, the applicant selected must possess the ability to perform the duties of the position and any special or selective certification requirements included on the posting.

**Subd. 9.**

After filling a posted vacancy through this transfer process, the same process will only apply to two subsequent openings within the same clinical unit arising from this transfer, provided that the Employer makes the decision to fill the position.

**Section 4. Transfers Outside the Classification**

Bargaining unit employees are eligible to apply for vacant bargaining unit positions outside their classification following the University's existing employment procedures. Selection for such vacancies will be at the discretion of the Employer and will be based upon the Employer's determination as to who best meets the requirements of the positions being filled.

**Section 5. Temporary Reassignments**

**Subd. 1.**

The Union recognizes that the Employer may temporarily reassign employees to other clinical units or to another employee's job responsibilities as necessary to meet staffing needs.

**Subd. 2.**

Employees may volunteer to be temporarily reassigned. If the temporary reassignment cannot be made through a volunteer, the Employer will use a rotating method. It is recognized that the Employer shall have the discretion to deviate from the rotation list to meet its operational needs, the needs of patients and considering the skills and experience of the employees involved.

**Subd. 3.**

Newly hired, new graduate professional employees will not be temporarily reassigned for a period of three months following the completion of their orientation, unless they volunteer for their assignment as consistent with their skill level. Other newly hired professionals will not be required to float during the first one hundred and twenty (120) work hours following the completion of their orientation, unless they volunteer for the assignment consistent with their skill level.

**Subd. 4.**

Each clinical unit will create a "Pull Welcome Packet" which will include important information necessary for the pulled staff to function on the unit. Each pulled staff member will have a designated resource staff member to be available on the unit.

**ARTICLE XIX.  
HEALTH AND SAFETY**

**Section 1. Compliance with Law**

The Employer is committed to the health and safety of its employees, patients and the public. Toward that end, the Employer will provide a safe and healthy work environment for all employees, consistent with applicable state and federal health and safety standards, laws and regulations.

**Section 2. New Technologies/Procedures**

The Union recognizes that the Employer reserves the right to change and modify programs and practices related to health and safety to address on-going health and safety concerns as required or deemed necessary by regulatory agencies and changes in technology and information. The Employer will periodically advise the Union of any major changes in equipment, medical treatment and /or processes.

**Section 3. Physical Examinations**

All physical examinations and tests, including annual tuberculosis tests, required by the Employer shall be at the Employer's cost. The Employer shall continue its current practice relating to payment for tests that are necessary due to exposures to communicable diseases in the workplace. Employees shall be provided with copies of the results of any such examinations.

#### **Section 4. Infectious Disease Control**

The Employer shall continue to provide vaccinations and follow up lab work to employees at no cost according to its current practice.

#### **Section 5. Staff Safety and Health Council**

The Union shall be afforded the opportunity to appoint one (1) member to the University Hospitals and Clinics Staff Safety and Health Council, charged to identify safety concerns and identify activities to reduce the risk of staff injuries.

## **ARTICLE XX. LABOR-MANAGEMENT**

#### **Section 1. Purpose**

The Labor-Management Committee is established to create a forum for the exchange of views and information between the Employer and the Union regarding administration of this collective bargaining agreement and dialogue between the parties relating to other items of concern.

#### **Section 2. Meetings**

The parties agree to meet and confer upon the written request of either party once each quarter of the contract years covered by this Agreement, or more often as mutually agreed by the parties. The parties shall endeavor, whenever practicable, to schedule such meetings within thirty (30) calendar days of the original request. The party requesting the meeting shall provide an agenda with the request outlining the subject matter to be discussed. The other party may add items to the agenda by notifying the other party within ten (10) calendar days of receipt of the initial agenda.

#### **Section 3. Committee**

Each party shall designate its own committee members, not to exceed seven (7) members. Such members shall be provided release time. If they come to work for the meeting on their day off, they will be paid straight time (unless required under FLSA to be compensated at 1.5 times) to attend scheduled meetings.

#### **Section 4. Scope of Committee**

The committee may discuss the subjects of this agreement, its administration, health and safety, human resources, care of patients and other items of interest. Nothing in this Article shall create any obligation on the parties, other than to afford each the opportunity to be heard concerning items of concern. The committee shall have no power to amend, modify or supplement the terms of this agreement or to adopt, alter or amend the policies or practices of the Employer.

## **Section 5. Other Committees**

The Employer and the Union will maintain the Nurse Staffing Advisory Council per the Memorandum of Understanding and may agree to establish additional forums to discuss topics of mutual interest or concern.

# **ARTICLE XXI. EVALUATION PROCEDURES**

## **Section 1. Frequency**

The Employer will evaluate bargaining unit employees on at least an annual basis. The Employer may evaluate employees more frequently.

## **Section 2. Process**

Employee shall be evaluated based upon criteria related to their job performance, skills and professional development. Forms and criteria used for performance evaluations may vary by department. Each department may develop its own standard scale for evaluating employees. The evaluation form shall include an overall assessment of the employee's performance. Forms and criteria may be changed by the Employer. Employees and the Union shall be provided no less than thirty (30) calendar days notice of modifications and changes in the evaluation procedures.

## **Section 3. Procedures for Reviewing Evaluations with Employee**

Evaluations shall be reviewed by the evaluator with the employee promptly upon completion. The employee shall sign the evaluation form to indicate that the evaluation has been discussed with the employee and that the employee has received a copy of the evaluation. Signature of the employee does not necessarily mean that the employee agrees with the evaluation. Employees shall have five (5) working days to provide a written response to or comments on their evaluations. Such response and/or comments shall be attached to the evaluation.

## **Section 4. Grievability**

An employee shall have the right to grieve an evaluation only if the overall assessment is less than satisfactory and such evaluation results in an adverse action by the Employer.

## **Section 5. Performance Improvement Program**

Employees will be placed on a Performance Improvement Program only after the Employer has documented the reasons for such action and with the prior approval of the Department head or his/her designee(s). The placement of the employee on such a program is not grievable under this Agreement until such time as the employee receives a written notice of a disciplinary action under this program.

## **ARTICLE XXII. INSERVICE TRAINING**

### **Section 1. Orientation**

The Employer agrees to provide both a hospital wide and a department/unit specific orientation program for new employees. The supervisor or designee and employee will meet periodically to determine progress in orientation and determine if additional orientation is necessary.

### **Section 2. Inservice Training**

Inservice education opportunities will be offered to employees consistent with the needs of the employing units and an employee needs assessment, as determined by the Employer. Required inservice training will be posted at least forty-eight (48) hours in advance.

### **Section 3. On the Job Training**

The Employer will provide periodic on the job training related to safety, new equipment, new procedures, and other training related to licensing and accreditation agencies. Time spent in required inservice training will be considered hours worked for purposes of compensation.

### **Section 4. Safety Training**

The Employer agrees to provide training to all employees concerning health and safety risks of the work environment.

## **ARTICLE XXIII. WEEKEND OPTION**

The parties recognize, because of staffing and recruitment needs of the hospital, that innovative programs are necessary to recruit and retain qualified staff. UIHC may, at its sole discretion, create and post weekend option positions in the bargaining unit.

### **Section 1. Eligibility**

Both current and new staff may apply for these posted positions. Transfer of existing staff into these posted positions shall be governed by the terms of Article XVIII, Transfer Procedures.

### **Section 2. Orientation**

All new staff to a unit are required to complete a comprehensive orientation prior to working the applicable schedule for which they are hired. This includes those individuals employed exclusively for the weekend option program. Orientation hours will vary, including Monday-Friday at one hundred percent (100%) time. While on orientation, the employee shall receive wages and benefits commensurate with the percentage of time appointed. RN's/staff will be assessed at the completion of the orientation period to determine if they are meeting competencies and, if all competencies are met,

they will be assigned straight weekend hours. If it is determined by a Nurse Manager or Department Manager/designee, or if a staff member expresses the need for additional orientation after beginning the weekend hours, and it is determined the best reorientation is during weekday shifts, the staff member will be returned to orientation shifts during the weekdays, at regular rate of pay until it is determined they are competent to work independent exclusively on the weekend shifts.

### **Section 3. Pay**

Newly hired individuals accepting weekend option positions will receive an hourly rate consistent with his/her experience in the job classification. Current staff will retain their current pay rate. Staff in weekend option positions are eligible for any pay adjustment for similar situated classifications that may be negotiated in this Agreement.

### **Section 4. Commitment**

Weekend option staff will commit to this employment category for a minimum of six (6) months.

### **Section 5. Termination**

Staff participating in the option who wish to terminate the program after their six-month commitment will be granted a transfer to a vacant position subject to terms of Article XVIII Transfer Procedures.

### **Section 6. Schedule**

#### **Subd. 1. Hours of work**

Staff are scheduled to work 24 hours (either three 8-hour shifts; two 12-hour shifts, or a combination which equals at least 24 hours) within the time frame of 3:00 pm Friday through 7:30 am Monday. For all hours worked during this time period, a differential of fifty percent (50%) will be paid. If the time worked qualifies for shift differential, it will be paid, but no additional weekend differential will be paid.

#### **Subd. 2. Overtime**

Exempt staff who wish to pick up additional hours will be paid at the employee's regular hourly rate of pay, unless the employee has worked more than two hundred forty (240) hours in a six (6) week cycle. Hours in excess of two hundred forty (240) hours in a six-week cycle including the weekend hours will be paid at 1.5 times the employee's regular hourly pay, but not to result in the duplication or compounding of such premium for the same hours worked.

Non-exempt staff who wish to pick up additional hours are paid at the employee's regular hourly rate of pay, unless the employee has worked more than forty (40) hours in a week. Worked hours in excess of forty (40) hours in a week, including the weekend hours, are paid at 1.5 times the employee's regular hourly pay, but not to result in the duplication or compounding of such premium for the same hours worked.

Hours in excess of the employee's regular schedule will be paid in accordance with Article VIII, Section 5 of this Agreement.

### **Subd. 3. Trading**

Staff will be permitted to trade hours with prior managerial approval provided they are meeting their 24-hour/week commitment over each 6-month period. Trade outs to a weekday schedule will not be paid at the weekend option rate of 1.5 times the employee's regular rate of pay and non-weekend option staff taking a weekend do not qualify for the weekend option rate 1.5 times the employee's regular rate of pay.

## **Section 7. Vacation**

### **Subd. 1. Accrual**

Staff will earn a sixty percent (60%) time prorated share of vacation hours based upon their seniority date for each month they are enrolled in the weekend option package.

### **Subd. 2. Scheduling**

Staff will be scheduled to work 24 weekends in a six-month period and will be scheduled two (2) weekends off in that six-month period. Staff who earn the maximum vacation accrual rate (115.2 hours/year based upon a hire date before July 1, 1999 or a seniority level of 6 years) will be scheduled for an additional 24 hours off per year. The staff member will work with the manager to determine the days off.

### **Subd. 3. Banking of hours**

Staff may use the earned vacation as compensation for the scheduled weekends off. Employees who earn the maximum vacation accrual rate utilizing the Weekend Option may utilize 1.5 hours of vacation, if available for each hour off, up to thirty-six (36) hours of accrued Vacation Leave for a scheduled weekend off, or up to the amount of vacation they have accrued at the time of the leave. Employees who earn less than the maximum vacation accrual rate utilizing the Weekend Option may utilize 1.5 hours of vacation if available for each hour off, up to thirty-six (36) hours of accrued Vacation Leave for a scheduled weekend off, or up to the amount of vacation they have accrued at the time of the leave. Staff who transfer into a weekend option position whose vacation hours would max out under this option will have sufficient number of their current vacation accruals banked to assure that future accruals under this plan will not be lost. The banked hours will be available for future use and will not be lost while in the weekend option.

### **Subd. 4. Spontaneous Leave**

Staff in the weekend option will have the opportunity to use spontaneous time off (though they will be at the bottom of the list) for full or partial shifts without this being counted towards their two (2) weekends off in each six (6) months or the additional twenty-four (24) hours per year for staff at maximum vacation accrual as noted above.

## **Section 8. Holidays**

### **Subd. 1.**

Staff continue to receive their weekend option premium when working weekend holidays and do not receive an alternate day off.

### **Subd. 2.**

Weekend option staff volunteering to work on a holiday that is not on a weekend are paid Holiday pay and do not receive an alternate day off.

## **Section 9. Sick leave**

### **Subd. 1.**

Staff will earn a sixty percent (60%) pro-rated share of hours into the sick hours. If a weekend option staff member is sick on a weekend to work, sick time may be used for no more than the two weekends scheduled in the six-month period. These absences will count against the two scheduled weekends off.

### **Subd. 2.**

Other absences may only qualify for sick time pay if the absence would qualify as a personal and serious health condition under FMLA. In the event of a need for time off due to other situations which would qualify under FMLA for self or family or for bereavement, the manager will work with the staff member to effect a trade, grant a leave or use other scheduling alternatives to attempt to assist the staff member to obtain the time off. In all situations the need of patient care and all staff must be balanced in making decisions to grant additional time off beyond the standard two (2) weekends per six (6) months.

## **Section 10. Benefits**

### **Subd. 1.**

Staff will be eligible for TIAA-CREF participation based upon the base salary.

### **Subd. 2.**

Staff will be eligible for credits consistent with base pay to be used toward insurance coverage.

## **ARTICLE XXIV.**

### **MISCELLANEOUS**

#### **Section 1. Travel and Lodging**

When bargaining unit employees are required to travel as a requirement of their employment, they will be reimbursed for their travel and lodging expenses consistent with University policy as applied to other University faculty and staff.

## **Section 2. Access to Personnel Files**

### **Subd. 1.**

Employees shall have the right to review their personnel files. The employee may respond to any item in the personnel file in writing. Such response by the employee shall become part of the permanent record.

### **Subd. 2.**

Access to personnel files shall be limited to authorized management personnel, the employee and a Union representative if so designated in writing by the employee.

### **Subd. 3.**

Upon previous notification and at the employee's expense, not to exceed \$.10 per page, the Employer shall make copies of such files for the employee.

## **Section 3. Discipline and Discharge**

### **Subd. 1.**

The first nine (9) months of employment shall be considered a probationary period. The Employer shall not discipline, suspend or discharge a regular employee with more than nine (9) months of service without just cause, recognizing and considering progressive discipline where applicable. Any written disciplinary action imposed upon a regular employee may be challenged through the grievance procedure through Level III. A grievance challenging a suspension or discharge may be filed directly to Level III. Only suspensions without pay and discharge grievances may be appealed through arbitration.

### **Subd. 2.**

The Union shall receive written notice at its local office of any written disciplinary action imposed upon an employee within three (3) working days after the date such action is taken unless the Employer has written directions from SEIU Local 199 for the notice to be sent elsewhere.

### **Subd. 3.**

Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, and after providing the Employee in writing with the reason for the investigation, the Employer may reassign the employee to another work assignment at their current rate of pay, or suspend the employee from work in paid status at their current rate of pay. In the event that the period of investigation requires that either action remains in effect for longer than fourteen (14) days, the Employer will notify the employee and the Union of the extension of the reassignment or administrative leave.

#### **Section 4. Damage to Personal Items**

Bargaining unit employees may apply for reimbursement for damage to personal items, consistent with University policy as applied to other University faculty and staff and with applicable law, regulations and procedures of the State Appeal Board.

#### **Section 5. Tuition Reimbursement Programs**

Employees are eligible to participate in the Employer's Tuition Reimbursement programs. Employees who receive reimbursement and terminate prior to the end of one year of employment will be required to repay the Employer on a prorated basis for the reimbursement received (e.g., an employee leaving employment after six months would repay 50% of the reimbursement received). The Employer retains the right to make changes in such programs, and will provide notice to the Union of such changes.

#### **Section 6. Professional License or Certification Fees**

Dental Hygienists shall be reimbursed for the actual cost of maintaining their professional licensure, consistent with the University's current practice. Physician Assistants employed on June 1 of each year shall be reimbursed up to \$175 each calendar year for the cost of maintaining their professional licensure. Other Allied Health Professionals employed on June 1 of each year shall be paid \$50 on July 1 of each calendar year for the cost of maintaining their professional licensure.

#### **Section 7. Continuing Education**

In the event the Employer directs the employee's attendance at continuing education programs, the Employer shall pay associated reasonable expenses, consistent with the approval granted. An employee may request approval for attendance at continuing education programs, and if approved by the Employer, may be reimbursed for such expenses as approved by the Employer.

#### **Section 8. New Employee Orientation**

##### **Subd. 1.**

It is important that newly hired staff be provided complete and factual information concerning the provisions of Iowa law regarding the rights of employees relative to union membership and the right to work.

##### **Subd. 2.**

The Union will be provided a thirty (30) minute period designated by the Employer in each new employee orientation session to present information to new staff regarding the Union. This presentation will be made either by the Executive Director of the Union or a designated Union member not scheduled to work at the Employer at the time of the presentation.

**Subd. 3.**

All newly employed bargaining unit staff will be provided the opportunity to attend the Union presentation during their scheduled work time, and no employee will be required to attend the Union presentation.

**Subd. 4.**

The Employer reserves the right to present information to employees which reflects Iowa's "right to work" policy as provided in Iowa Code, Chapter 20.

**Subd. 5.**

The orientation forum will not be used by the Employer and the Union or any of their representatives, to criticize any actions by, or policies of the Employer or the Union.

**Subd. 6.**

The Executive Director of the Union or the Executive Director's designee may attend the new employee orientation to observe the management's presentation. The Executive Director or the Executive Director's designee attending the new employee orientation may not be an employee of the Employer scheduled to work for the Employer at the time of the new employee orientation.

**Subd. 7.**

The Employer may designate representative to observe the Union presentation at new employee orientation.

**ARTICLE XXV.  
DURATION**

**Section 1. Term**

This agreement shall remain in full force and effect for a period of two (2) years from July 1, 2011, through June 30, 2013.

**Section 2. Successor Agreement**

Negotiations for a successor Agreement shall commence on or about November 1, 2008, and proceed in accordance with Iowa law. If the parties fail to conclude a voluntary successor agreement, the impasse procedures of Iowa Code, Chapter 20, Public Employment Relations Act shall be utilized.

**Section 3. Effect**

This agreement constitutes the full and complete agreement between the Employer and the Union representing employees of the bargaining unit. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, Employer policies, rules or regulations concerning terms and conditions of employment inconsistent with these provisions.

**Section 4. Severability**

The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision under any circumstances is held invalid, by operation of law or by any court or tribunal of competent jurisdiction, it shall not affect any other provisions of the agreement or the application of any provision thereof.

**Section 5. Signature.**

In witness whereof the parties hereto have caused the Agreement to be signed by their respective representatives and their signatures placed thereon.

BOARD OF REGENTS, State of Iowa

SERVICE EMPLOYEES INTERNATIONAL  
UNION, LOCAL 199

\_\_\_\_\_  
Robert Donley

\_\_\_\_\_  
Cathy Glasson, President

Executive Director

Board of Regents, State of Iowa

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Burke

\_\_\_\_\_  
Pauline Taylor

\_\_\_\_\_  
Shelley Jacobus

\_\_\_\_\_  
Laura Goddard

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Becky Pottorff-Leaven

---

John Eivins

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Kevin Heckman

---

Valerie Maglioacchetti

---

Scott Rohwedder

---

Vicki Siefers

---

Date

## APPENDIX A.

### Classifications Included within the Tertiary Health Care Bargaining Unit:

Title	Class Code
Activity Therapist *	PD40
Advanced Registered Nurse Practitioner (Patient Care)	PT35
Advanced Practice Nurse (Patient Care)	PD13
Andrology Technologist	PT45
Audiologist I	PD69
Audiologist II	PD68
Cardiac Rehabilitation Specialist I	PD74
Cardiac Rehabilitation Specialist II	PD76
Cardiovascular Perfusionist	PK83
Clinical Laboratory Technologist I	PK19
Clinical Pharmacist (Patient Care)	PK45
Clinical Psychologist	PD04
Clinical Specialist, PT	PD38
Counselor - Substance Abuse *	PD41
Cytogenetics Laboratory Specialist I	PT39
Cytogenetics Laboratory Specialist II	PT40
Cytotechnologist	PK1
Dental Hygienist	PD45
Dietitian I	PD60
Dietitian II	PD59

Dosimetrist I	PD72
Dosimetrist II	PK21
Echographic Diagnostic Assistant	PD42
Education Consultants	PS22
Educator	PD47
Electroneurodiagnostic Technologist*	PT47
Embryologist	PT20
Hospital Mortician *	PK36
Imaging Technologist *	PT44
Medical Laboratory Technician	PT27
Medical Laboratory Scientist	PT28
Neonatal Nurse Practitioner	PD70
Nuclear Medicine Technologist *	PK20
Nurse Clinician - Specialty (Patient Care)	PD14
Occupational Therapist	PD31
Ocularist I	PK27
Ocularist II	PK26
Ophthalmic Photographer I	PT37
Ophthalmic Photographer II	PT38
Ophthalmic Professional I	PK81
Ophthalmic Professional II	PK80
Optician I	PD19
Optician II	PD11
Optometrist I	PK98

Optometrist II	PK53
Physical Therapist	PD35
Physician's Assistant	PD03
Psychometrist	PD44
Radiation Therapist *	PT26
Rehabilitation Assistant	PD88
Respiratory Therapist *	PK71
Senior Activity Therapist	PD75
Senior Imaging Technologist *	PT16
Senior Nuclear Medicine Technologist *	PT05
Senior Occupational Therapist	PD30
Senior Physical Therapist	PD34
Senior Psychometrist	PD43
Senior Radiation Therapist *	PT04
Senior Respiratory Therapist	PK70
Social Work Specialist I	PD25
Social Work Specialist II (Patient Care)	PD39
Social Worker I	PD28
Social Worker II	PD27
Social Worker III	PD26
Sonographer *	PK77
Speech Pathologist I	PD66
Speech Pathologist II	PD65
Staff Nurse	PD20

Staff Pharmacist I	PK44
Staff Pharmacist II	PK43
Utilization Review Assistant	PK61

\* Denotes non-exempt under Fair Labor Standard Act

## APPENDIX B. 2011 - 2012

Classification Title	Minimum	Maximum
Activity Therapist	37,291	53,091
Advanced Practice Nurse (Patient Care)	63,641	101,376
Advanced Registered Nurse Practitioner	76,326	114,490
Andrology Technologist	50,867	78,064
Audiologist I	50,898	73,582
Audiologist II	53,790	86,121
Cardiac Rehabilitation Specialist I	37,153	59,446
Cardiac Rehabilitation Specialist II	46,432	74,624
Cardiovascular Perfusionist	60,369	102,741
Clinical Laboratory Technologist I	42,692	70,319
Clinical Pharmacist (Patient Care)	96,771	127,000
Clinical Psychologist	56,721	100,821
Clinical Specialist, Rehab Therapies	59,530	100,324
Counselor – Substance Abuse	37,882	68,314
Cytogenetics Lab Specialist I	42,147	65,707
Cytogenetics Lab Specialist II	45,601	73,889
Cytotechnologist	53,211	78,064
Dental Hygienist	51,015	75,668
Dietitian I	40,488	63,155
Dietitian II	41,802	75,737
Dosimetrist I	68,694	78,723
Dosimetrist II	91,591	109,037

Echographic Diagnostic Assistant	49,886	76,555
Education Consultant	53,318	83,547
Educator	43,441	73,582
Electroneurodiagnostic Technologist	38,570	63,155
Embryologist	54,905	85,729
Hospital Mortician	36,406	63,155
Imaging Technologist	39,561	62,822
Medical Laboratory Technician	40,344	61,620
Medical Laboratory Scientist	43,614	73,889
Neonatal Nurse Practitioner	82,593	125,207
Nuclear Medicine Technologist	58,808	75,849
Nuclear Medicine Technologist (PET)	61,119	78,161
Nurse Clinical Specialist	53,318	80,354
Occupational Therapist	56,918	71,075
Ophthalmic Photographer I	34,288	60,429
Ophthalmic Photographer II	46,191	71,075
Ophthalmic Professional I	46,191	71,075
Ophthalmic Professional II	53,958	82,817
Optician I	34,288	60,429
Optician II	46,191	71,075
Optometrist I	68,346	104,895
Optometrist II	86,558	132,857
Physical Therapist	63,241	79,402
Physician Assistant	76,326	114,490

Psychometrist	36,075	60,429
Radiation Therapist	56,502	74,150
Rehabilitation Assistant	34,940	59,905
Respiratory Therapist	42,338	66,999
Senior Activity Therapist	40,780	62,246
Senior Imaging Technologist	43,877	71,964
Senior Nuclear Medicine Technologist	61,256	85,193
Senior Nuclear Medicine Technologist (PET)	63,567	87,505
Senior Occupational Therapist	59,316	84,761
Senior Physical Therapist	65,421	94,187
Senior Psychometrist	44,338	82,817
Senior Radiation Therapist	60,107	80,921
Senior Respiratory Therapist	50,434	78,064
Social Work Specialist I	44,338	82,397
Social Work Specialist II (Patient Care)	47,972	86,121
Social Worker I	35,021	63,155
Social Worker II	37,897	68,314
Social Worker III	40,994	73,582
Sonographer	53,618	80,586
Speech Pathologist I	49,915	73,582
Speech Pathologist II	52,751	86,121
Staff Nurse	50,157	76,400
Utilization Review Assistant	43,441	73,582

\* Includes inpatient differential of \$1000

### APPENDIX C. 2012 - 2013

Classification Title	Minimum	Maximum
Activity Therapist	38,410	54,684
Advanced Practice Nurse (Patient Care)	65,550	104,417
Advanced Registered Nurse Practitioner	78,616	117,924
Andrology Technologist	52,393	80,406
Audiologist I	52,425	75,790
Audiologist II	55,403	88,705
Cardiac Rehabilitation Specialist I	38,268	61,230
Cardiac Rehabilitation Specialist II	47,825	76,862
Cardiovascular Perfusionist	62,180	105,824
Clinical Laboratory Technologist I	43,973	72,429
Clinical Pharmacist (Patient Care)	99,674	130,810
Clinical Psychologist	58,423	103,845
Clinical Specialist, Rehab Therapies	61,316	103,334
Counselor – Substance Abuse	39,019	70,363
Cytogenetics Lab Specialist I	43,411	67,678
Cytogenetics Lab Specialist II	46,969	76,106
Cytotechnologist	54,807	80,406
Dental Hygienist	52,545	77,938
Dietitian I	41,703	65,050
Dietitian II	43,056	78,009
Dosimetrist I	70,755	81,085
Dosimetrist II	94,338	112,308

Echographic Diagnostic Assistant	51,383	78,851
Education Consultant	54,917	86,054
Educator	44,744	75,789
Electroneurodiagnostic Technologist	39,728	65,050
Embryologist	56,552	88,301
Hospital Mortician	37,499	65,050
Imaging Technologist	40,748	64,706
Medical Laboratory Technician	41,554	63,468
Medical Laboratory Scientist	44,923	76,106
Neonatal Nurse Practitioner	85,070	128,963
Nuclear Medicine Technologist	60,572	78,125
Nuclear Medicine Technologist (PET)	62,953	80,505
Nurse Clinical Specialist	54,917	82,765
Occupational Therapist	58,625	73,207
Ophthalmic Photographer I	35,316	62,242
Ophthalmic Photographer II	47,577	73,207
Ophthalmic Professional I	47,577	73,207
Ophthalmic Professional II	55,576	85,302
Optician I	35,316	62,242
Optician II	47,577	73,207
Optometrist I	70,396	108,042
Optometrist II	89,155	136,842
Physical Therapist	65,138	81,784
Physician Assistant	78,616	117,924

Psychometrist	37,157	62,242
Radiation Therapist	58,197	76,374
Rehabilitation Assistant	35,988	61,702
Respiratory Therapist	43,608	69,009
Senior Activity Therapist	42,003	64,113
Senior Imaging Technologist	45,193	74,123
Senior Nuclear Medicine Technologist	63,094	87,749
Senior Nuclear Medicine Technologist (PET)	65,475	90,130
Senior Occupational Therapist	61,095	87,304
Senior Physical Therapist	67,384	97,013
Senior Psychometrist	45,669	85,302
Senior Radiation Therapist	61,910	83,349
Senior Respiratory Therapist	51,947	80,406
Social Work Specialist I	45,669	84,869
Social Work Specialist II (Patient Care)	49,411	88,705
Social Worker I	36,072	65,050
Social Worker II	39,034	70,363
Social Worker III	42,224	75,790
Sonographer	55,226	83,004
Speech Pathologist I	51,412	75,790
Speech Pathologist II	54,334	88,705
Staff Nurse	51,662	78,692
Utilization Review Assistant	44,745	75,790

\* Includes inpatient differential of \$1000

## APPENDIX D.

1. A centralized Inpatient Clinical Resource Unit (ICRU) which is a clinical unit(s) with a defined management structure to provide staff supervision and oversee staff assignment practices has been added to the list of clinical units. Staff in this/these clinical unit(s) are oriented to multiple competencies so that they can be assigned to a variety of units and function as a staff member on those units.
2. The staff nurses in the ICRU(s) shall have an addendum to their job description listing the requirements of an ICRU position. Staff nurses in the ICRU(s) shall generally have a minimum of one year of experience and defined competency requirements. Resource nurses shall have designated units to which they are deployed in order to match nursing skills to patient care requirements.
3. Staff nurses in the ICRUs) shall receive an additional \$4.00 per hour worked after they have successfully completed orientation to the units in their defined nursing skill set. This compensation is in addition to any shift differential to which the nurse is otherwise entitled to receive.
4. The Employer and the Union have a mutual interest in decreasing temporary reassignments (commonly known as “pulling or floating”).
  - a. Recognizing that temporary reassignments may be necessary in some cases to assure appropriate patient care, this appendix defines reassignment practices within the ICRUs and inpatient clinical units in the Department of Nursing Services and Patient Care as specified:
    - i. On those occasions when an out of unit assignment is necessary the staff member will receive a \$1/hour differential for all direct care hours worked outside their own unit.
    - ii. The temporary reassignment of staff nurses (with the exception of those staff nurses in the ICRU) will be within their own divisions.
    - iii. If a staff nurse volunteers for reassignment on another division they may work on another division per the mutual agreement of the employee and the nursing supervisor/designee.
    - iv. In an operational emergency (e.g., substantial patient volume changes or epidemic situation) this reassignment practice may be temporarily suspended for the length of the emergency or epidemic situation to assure that the Employer can meet its operational needs and the needs of patients. The Senior Associate Director on-call for Nursing must be consulted and must approve the designation of an operational emergency before this reassignment practice may be temporarily suspended.

- b. For staff in the ICRU, every attempt will be made to assign ICRU staff only to the team on which the ICRU staff member belongs. On those occasions when an out of team assignment is necessary, the staff member will receive a \$1/hr differential for all direct care hours worked outside of their own team.
  - c. This reassignment practice will be reviewed annually. Not less than sixty (60 days) before June 30 of each year, the Employer will give notice to the Union if there is an interest in making any changes to the practice to allow for an opportunity to meet and discuss.
- 5. All other provisions of the current collective bargaining agreement shall remain in full force and effect.
- 6. As needed, the Nurse Staffing Advisory Council in its meetings may review and make recommendations about the ICRU in terms of nurse satisfiers such as scheduling practices as well as the reassignment practice outlined herein.

## APPENDIX E.

A new model of recognizing education, certification, and intensity of work is presented below. This compensation model demonstrates UIHC Management’s commitment to recognizing the excellence of our staff, as follows:

### Educational Recognition for Staff Nurses

The Employer will provide compensation in recognition of Baccalaureate and Post-Baccalaureate Degrees for Staff Nurses. For both new hires and current staff (having already received \$500 as a STNII), this one-time adjustment shall become part of the STN’s base compensation, and shall be included in any future adjustment of the base salary. The payment of this adjustment is pro-rated for part time staff and completion of additional education is not additive (i.e., a full time BSN who already received \$1000 for that degree will receive an additional \$500 for completing an MSN degree).

Additional compensation for New Staff Nurses hired after July 1, 2007,  
in recognition of Baccalaureate and Post-Baccalaureate Degrees

AD/Diploma	Non-Nursing BA/BS	BSN	MNHP, CNL	MSN, MBA, MPH, MHA
--	\$500.00	\$1,000.00	\$1,250	\$1,500.00

Additional compensation for Current Staff Nurses hired on or before June 30, 2007,  
in recognition of Baccalaureate and Post-Baccalaureate Degrees

AD/Diploma	Non-Nursing BA/BS	BSN	MNHP, CNL	MSN, MBA, MPH, MHA
--	\$500.00	\$500.00	\$750	\$1,000.00

### Certification Recognition for Tertiary Health Care Bargaining Unit Staff

The Employer will provide compensation in an amount of \$500 annually, prorated for part time, paid in a single installment on August 1 of each year for recognition of staff obtaining and maintaining a position-related certification in an approved nationally recognized certification which is not a condition of employment for the occupied classification. This differential is not a component of base salary and is not used as a basis for future pay.

- a) Payment is contingent on the staff member actively being assigned and working in a budgeted line position that provides patient care/services in the related area of the certification.
- b) UIHC HHR Department shall provide notification to SEIU, and shall make known to employees in the bargaining unit of the approved certification(s) by February 1<sup>st</sup> of each calendar year. Employees may bring certifications forward for consideration.
- c) Application for Certification Differential - It shall be the employee's responsibility to submit an application for recognition and payment of a new or renewal of a certification differential:
  - Final approval of a certification for payment or an application submitted by an employee to receive the noted differential, either as a new application, renewal of an existing payment, or in the event of transfer or acceptance of a new position, is reserved as a right of management.
  - Certification Applications: Applications for payment of the certification differential for both new and renewal certifications shall only be accepted between February 1 and the March 15 of each calendar year for payment in the next fiscal year (July 1 – June 30).

### Inpatient Nursing Differential

1. During the terms of this agreement, Staff Nurses (STN) in the Department of Nursing assigned to units that require twenty-four (24) hour staffing on site, seven (7) calendar days a week, as well as the Staff Nurses in the Main Operating Room and PACU, will have \$1,000 (pro-rated for part time) added to their salary while employed in these units. This differential is not a component of base salary and is not used as a basis for future pay.
2. Nurses that transfer into the Department of Nursing units receiving this differential will receive the differential in their base salary upon transfer. Nurses that transfer out of the Department of Nursing units receiving the differential will have the amount(s) removed from their base salary upon transfer.

**APPENDIX F.**  
**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into between the Board of Regents, State of Iowa (hereinafter referred to as the "Employer") and the Service Employees International Union, Local 199, (hereinafter referred to as the "Union") as follows:

1. The Employer and the Union, through this Memorandum of Understanding, wish to affirm and acknowledge the dedication of both parties to the promotion of human rights and the elimination of discrimination.
2. Therefore, the parties affirm and support the University's Policy on Human Rights which provides that "in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, color, national origin, age, sex, disability, sexual orientation, gender identity, or any other classification that deprives the person of consideration as an individual, and that equal opportunity and access to facilities shall be available to all."
3. Furthermore, complaints involving the interpretation, administration, or the enforcement of the Human Rights Policy are not subject to the formal grievance procedure in the collective bargaining agreement between the parties. Instead, the parties agree that employees may utilize the human rights enforcement procedures established by the University policy or as provided by law. Bargaining unit employees may be accompanied by a union representative and/or other advocate of the employee's choice (if so desired) when utilizing such procedures.
4. Nothing in this Memorandum of Understanding shall be construed to restrict the University from modifying its policy on Human Rights using its procedures for policy development and revision, including procedures through the University's Office of Equal Opportunity & Diversity and through the Charter Committee on Human Rights.
5. This Memorandum of Understanding shall remain in full force and effect for a period of two years from July 1, 2011 through June 30, 2013.

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