

**COLLECTIVE BARGAINING
AGREEMENT
BETWEEN
SEIU Local 199
and
THE FINLEY HOSPITAL**

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**COLLECTIVE BARGAINING AGREEMENT
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and
THE FINLEY HOSPITAL

AGREEMENT**

THIS AGREEMENT is made and entered into as of _____, 2011 between The Finley Hospital hereinafter designated as “Hospital,” and the SEIU Local 199, hereinafter designated as the “Union.”

It is the purpose and intent of this Agreement to promote the best in nursing care for the Best Outcome for Every Patient Every Time for all patients served by the Hospital by providing opportunity for bargaining unit members and supervisory nursing personnel to work cooperatively in planning for and providing such care; by setting forth terms and conditions of employment for members of the bargaining unit; and to promote harmonious relations between the Hospital and members of the bargaining unit by providing procedures for reconciliation of problems.

ARTICLE 1: RECOGNITION

1.1 Pursuant to its obligations under the National Labor Relations Act, Hospital hereby recognizes the Service Employees International Union, Local 199 as the exclusive bargaining agent for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and the conditions of employment for the following bargaining unit: All full-time and part-time Registered Nurses, including PRN Nurses and charge Nurses, employed by the Employer at its Dubuque facilities, The Finley Hospital located at 350 North Grandview Avenue, Dubuque, Iowa 52001, Kehl Diabetes Center located at 1560 University Avenue, Dubuque, Iowa 52001, Home Healthcare located at 1333 Delhi Street, Dubuque, Iowa 52001, Occupational Health located at 1665 Embassy West, Dubuque, Iowa 52001, Visiting Nurse Association located at 1454 Iowa Street, Dubuque, Iowa 52001, and Babka Wellness Center located at 1550 University Avenue, Dubuque, Iowa 52001; Cascade facility, Cascade Medical Center located at 610 Second Avenue NE, Cascade, Iowa 52033; and Elkader facility, Clayton County Visiting Nurse Association located at 100 Sandpit Road, Elkader, Iowa 52043 (collectively referred to in this Agreement as “Nurses”); but excluding full-time house supervisors, nurse practitioners, office clerical employees, service and maintenance employees, other professional employees, technical employees, agency employees, guards and supervisors as defined in the Act, and all other employees.

1.2 This is solely a recognition clause and nothing in this Agreement including the recognition of the Union as bargaining agent, is intended as a guarantee, explicit or implicit or implied, that any work currently performed at any facility of the Hospital shall continue to be performed at any facility, nor as a guarantee or obligation of employment or to continue operations or any portion thereof.

1.3 If the Hospital relocates an operation and transfers bargaining unit employees to such new location the Hospital will recognize the Union at the new location as required by federal law.

ARTICLE 2: CATEGORIES OF NURSES

2.1 **Full-Time Nurse:** A Nurse hired for a period of three (3) months or more in a position regularly scheduled to work sixty-four (64) or more hours per pay period.

2.2 **Regular Part-Time Nurse:** A Nurse hired for a period of three (3) months or more in a position regularly scheduled to work at least 32 hours a pay period but less than 64 hours a pay period.

2.3 **Part-Time Accruing (PTA) Nurse:** A Nurse hired for a period of three (3) months or more in a position regularly scheduled to work at least four (4) per pay period but less than 32 hours per pay period.

2.4 **PRN Nurse:** A Nurse hired for a period of three (3) months or more in a position that has no regular schedule and/or hours but is assigned by a department director if the work schedule cannot be covered by full-time, regular part-time, weekend package, weekend package plus, or part time accruing nurses.

2.5 **Weekend Package Nurse:** A Nurse hired for a period of three (3) months or more in a position regularly scheduled to work twenty-four (24) hours per weekend (forty-eight (48) hours per pay period) as set forth in Article 12.

2.6 **Weekend Package Plus:** A Nurse hired for a period of three (3) months or more in a position regularly scheduled to work twenty-four (24) hours per weekend or forty-eight (48) hours per pay period plus sixteen (16) or more hours per pay period weekdays for a total of sixty-four (64) hours or more per pay period. This position is eligible for the same benefits as FT status.

2.7 **Resource Nurse:** A full-time, part time, or a Weekend Package Nurse with the same duties as an RN but with the ability to perform such duties in several units to be specified by the Director of Nursing. The RN would not be normally regularly assigned to a particular unit but will be assigned a home unit.

2.8 **Temporary Nurse:** A Nurse who is hired for a definite period of time of five months or less shall not be covered by this Agreement.

2.9 All Nurses covered by this Agreement agree to abide by the provisions of the Iowa Nursing Practice for Registered Nurses/Licensed Practical Nurses Act (NPA), Chapter 6 of the Iowa Code. Where required by the NPA, only a Registered Nurse will assess, plan and evaluate a patient's nursing care needs.

ARTICLE 3: COLLABORATIVE NURSING COUNCIL

3.1 The Hospital and Nurses agree to promote the professional practice of nursing care at the Hospital. Further, the Hospital and Union agree to facilitate the achievement of the mutual goal of quality patient care and promote high standards of nursing practice for the Best Outcome for Every Patient Every Time.

3.2 The Hospital agrees to continue an orientation and competency program that in the Hospital's view is relevant to the job that will be performed by the Nurse. Such orientation will take place upon initial hire or upon transfer to a new unit or role and will include an initial assessment of competence. If a Nurse receives an assignment the Nurse feels he/she cannot safely perform independently, the Nurse has the right to report this to the Director or designee. The Director or designee has the obligation to make sure the Nurse is competent to perform that assignment.

3.3 The Hospital agrees to continue a council in which Nurses can give their input to Administration on Hospital matters. The council will be called the Collaborative Nursing Council.

3.4 The activities of the council may include the following with the understanding that Administration reserves the right to take any action it deems necessary regarding these matters regardless of the Collaborative Nursing Council action or lack thereof:

- (a) To share and review current practices utilized by Hospital departments upon the request of Council participants.
- (b) To review current/future trends of nursing practices and research across the country.
- (c) To review and provide input in organization-wide patient care policies specific to nursing practices at Hospital and assure an ongoing mechanism for staff communication and input.
- (d) To measure, assess, and improve the quality of patient care with cost effective methodologies.
- (e) To review, develop, implement and evaluate the bylaws of the Collaborative Nursing Council.

3.5 The Collaborative Nursing Council may, from time to time, form ad hoc committees which will report to the Collaborative Nursing Council.

3.6 The Collaborative Nursing Council will have a total of 7 members. Three (3) of such members will be staff Nurses, each from a different department within the Hospital, represented and selected by the SEIU. One of these three (3) staff Nurse council members will serve as co-chair of the Council. Three (3) members will be nursing directors or managers. The Chief Nursing Officer or designee will also be a member and

will co-chair the Council. All members of the Council shall be Nurses employed by The Finley Hospital and/or The Finley Hospital Director of Human Resources. Either party may invite guests to attend, with advance notice to the other party, up to three (3) times per year. Such guests will not participate in resolution of issues by the Council or in recommendations to Hospital Administration.

3.7 The Collaborative Nursing Council will meet quarterly. Bargaining Unit Nurses will be paid to attend such meetings up to two (2) hours per meeting. At the end of each meeting members of the council will set an agenda for the next meeting by mutual agreement.

3.8 Minutes of the Collaborative Nursing Council will be electronically posted within two (2) months of the meeting date.

ARTICLE 4: PERSONNEL FILES

4.1 A Nurse shall have access to and shall be permitted to obtain a copy of his or her personnel file maintained by the Hospital. The file should include, but not be limited to, performance evaluations, disciplinary records, and other information concerning Hospital-Nurse relations.

4.2 No documents should be kept by immediate supervisors except for education files which may be kept on the unit for the use of the unit educators, attendance records, prior year annual appraisal, and goals for nurses in locked cabinets in directors' offices. Personnel files should be securely stored electronically in the Human Resource office.

4.3 The Hospital and the Nurse shall agree on the time for a Nurse to have access to his or her personnel file. A representative of the Hospital and a representative of the Union may be present.

4.4 A Nurse shall not have access to employment references written for him or her.

4.5 The Hospital shall provide each Nurse a free copy per year if requested in writing from the nurse. The Hospital may charge a reasonable fee of three cents (3 cents) per page for additional requests or a total of Five Dollars (\$5) for the whole file. The file will be available within two (2) working days.

4.6 Nurses may make written comments in response to disciplinary notice and performance evaluations and such comments shall remain a permanent part of the document. Upon request, nurses shall receive copies of all disciplinary notices and performance evaluations.

ARTICLE 5: GRIEVANCE PROCEDURE

5.1 A grievance is hereby defined as any dispute between a Nurse and the Hospital arising under and during the term of this Agreement involving the application or

interpretation of a specific provision of this Agreement or a claimed violation of a specific provision of this Agreement. A grievance shall be put in writing, signed by the affected Nurse and shall specify the grieved action, the specific provision of the Agreement allegedly violated and the requested remedy by completing a "Grievance and Appeal Form." (the form will be available on Finley intranet) If more than one Nurse shares the same grievance, the Nurses can state the grievance on one Grievance and Appeal Form, as long as each Nurse who is a party to the grievance signs the form. Notwithstanding this procedure, a Nurse maintains the right to discuss the grievance with his/her manager, and to have such grievance adjusted, without the intervention of a Union representative or steward, as long as the adjustment is not inconsistent with the terms of this Agreement and the Union representative or steward has been given an opportunity to be present at such adjustment. If a Union steward is required to attend a Step One, Two, or Three grievance meeting under this Article during scheduled work time, the Union steward shall obtain approval for release from the job from his/her supervisor for a reasonable period of time as determined by the Hospital. Time spent in the grievance meeting under such circumstances will be paid to the maximum of one (1) hour.

5.2 **STEP ONE.** Within fifteen (15) working days of the time a Nurse first becomes aware or should have become aware of the occurrence giving rise to the grievance, a Nurse having a grievance shall take it up in writing with his/her unit manager(s) and another disinterested unit manager or HR representative. A meeting will be held with the Nurse and his/her Union representative or steward within seven (7) working days. The managers shall give their written answer to the Nurse and/or his/her Union representative or steward within ten (10) working days after the meeting with the grievant concerning the matter. If the grievance has been signed by multiple Nurses, the Nurses' grievance will be presented by one (1) Union steward, one (1) Union representative and one Nurse at each meeting in Step One through Step Three of the grievance procedure.

5.3 **STEP TWO.** The Step One written answer shall settle the grievance unless an appeal in writing is received by the Chief Nursing Officer or his/her designee within five (5) working days of the delivery of the answer in Step One. A meeting will be held with the Nurse and his/her Union representative or steward within seven (7) working days. A grievance so presented in Step Two shall be answered by the Chief Nursing Officer or his/her designee in writing within ten (10) working days after meeting with the grievant concerning the matter. The written answer shall be delivered to the Nurse and his/her Union representative or steward.

5.4 **STEP THREE.** The Step Two written answer shall settle the grievance unless an appeal in writing is received by the Human Resources Director or his/her designee within five (5) working days of the delivery of the answer in Step Two. A meeting will be held with the Nurse and his/her Union representative or steward within seven (7) working days. The Human Resources Director or his/her designee shall render a decision in writing within ten (10) working days after the meeting with the grievant concerning the matter. The written decision shall be delivered to the Nurse and his/her Union representative or steward.

5.5 Failure on the part of the Hospital to answer a grievance at any step shall not be deemed acquiescence thereto. Upon expiration of the applicable time limit, the grievance may be appealed to the next step of the procedure within the time limits for an appeal.

5.6 Anything to the contrary herein notwithstanding, a grievance concerning a suspension or discharge may be presented initially at Step Two in the first instance within five (5) working days of the date the Nurse is notified of the termination.

5.7 **STEP FOUR – Dispute Resolution.** The Step Three answer shall settle the grievance unless the Union informs the Hospital, in writing, within ten (10) days of the Step Three answer, of the Union's intention to contact the Federal Mediation Conciliation Service (FMCS) to seek non-binding mediation with the Union.

5.8 The Union or Hospital shall contact FMCS within (20) days after the Step Three answer to initiate the non-binding mediation process. In the event that the Union makes such contact to FMCS within the twenty (20) day time period, the Hospital agrees to participate in FMCS non-binding mediation with the Union. The Hospital may have a maximum of four (4) representatives attend the non-binding mediation process. The Union may have one (1) legal representative, one (1) Union representative, one (1) Union steward, and one (1) aggrieved nurse attend the non-binding mediation process.

5.9 **STEP FIVE – Dispute Resolution.** The Step Three answer shall settle the grievance unless the Union informs the Hospital, in writing, within ten (10) days after the non-binding mediation process, of the Union's intention to contact a retired State District Court Judge to decide the dispute. If two (2) or more Judges are available to decide such dispute, the parties will engage in a striking process, eliminating one (1) Judge at a time. A coin toss between the parties shall decide who has the right to strike first. The Union and the Hospital shall present such issue and their supporting evidence to the retired Judge, who shall review the evidence as well as any recommendation made by the mediator. The procedure of the hearing and the duties and powers of the Judge in deciding the dispute are attached as Exhibit A. The Union may have one (1) legal representative, one (1) Union representative, one (1) Union steward, and the aggrieved nurse(s) attend the binding resolution hearing.

5.10 The Judge shall render a decision regarding whether or not the Agreement has been violated. In doing so, such Judge shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The determination of the Judge shall be binding on both parties.

5.11 The costs of the Judge and the expenses shall be shared equally by the parties.

5.12 "Working days" as used in this Article shall not include Saturdays, Sundays, or the days recognized as holidays in this Agreement. The time limits stated in this Article may be extended only by agreement of the parties in writing.

ARTICLE 6: NO STRIKE / NO LOCKOUT

6.1 It is agreed that, for the duration of this Agreement between the parties, Union officers, representatives, stewards, bargaining unit employees and members will not directly or indirectly call, encourage, instigate, promote, sponsor, sanction or engage in any strike (whether sit-down, stay-in, general or any other kind), sympathy strike, walkout, slow-down, stay-away, limitation of services, picketing, honoring of a picket line, sabotage, concerted stoppage of work, curtailment of work, primary or secondary boycott or any restriction or interference with the peaceful function of the Hospital, its suppliers, the patients or employees of the Hospital. The Union will not endorse or sanction a sympathy strike during the term of this Agreement. During the term of this Agreement, the Hospital will not lock out any of the Nurses covered by this Agreement.

6.2 In the event this Agreement expires and the Union and the Hospital have not agreed upon the terms and provisions of a new Agreement, the Union will not strike without first giving the Hospital written notice of at least ten (10) days in advance as to the date and time any such strike will commence, in accordance with 8(g) of the NLRA.

6.3 If any individual employee or group of employees violates this Article, he or she or they may be reprimanded, laid off without pay, suspended and/or discharged.

6.4 A breach of this Article by the Union (or Nurses) or by the Hospital shall not be subject to the grievance procedures of this Agreement, except for the issues of (1) whether or not the Nurse actually participated in such prohibited conduct; and (2) whether the discipline imposed is the same imposed on another Nurse or group of Nurses for the same conduct prohibited by this Article.

6.5 In the event of a claimed violation of this Article by any Nurse or group of Nurses, the Hospital shall have the right, without warning, nor in lieu of any other rights it may have, to have the immediate judicial restraint of the action in violation of this Article and the Union will not oppose or remove the action. Similarly, the Hospital may, at its discretion, at any time proceed with an action in a court of law to enforce this Article regardless of, and without waiving its right to proceed in any other forum, such as through the grievance procedure.

ARTICLE 7: HOSPITAL POLICIES, PROCEDURES AND WORK RULES

The Union acknowledges that the Hospital has the authority to adopt, rescind or modify policies, procedures, and work rules. The parties agree that Nurses shall follow all Hospital policies, procedures and work rules, unless they are specifically contradicted by the terms of this Agreement. The Nurses commit to follow all Hospital policies, procedures and work rules as necessary in order to achieve quality patient care, even if such policies are not referenced in this Agreement. The Hospital will provide the Union copies of any new or revised written policies affecting bargaining unit Nurses at least 7 calendar days in advance when practical, but in any event prior to their implementation. Staff will also be notified in advance, when practical, of any policy changes by one or more of the following methods: email, internal mailings, bulletin boards, Net Learning or staff meetings.

ARTICLE 8: DISCIPLINE

8.1 Discipline shall be for just cause which, for the purposes of this Agreement, shall be defined as a reason that is not arbitrary or discriminatory. A Nurse who does not fulfill the expectations set forth in the uniform work rules is subject to disciplinary action, up to and including discharge, based on the particular situation. Nurses may also be subject to disciplinary action for inappropriate conduct or violation of Hospital policies and/or procedures. Disciplinary action may include the following:

- (a) First Written Warning;
- (b) Second Written warning;
- (c) Disciplinary probation or suspension;
- (d) Dismissal.

The lesser of the above disciplinary actions, such as verbal reprimand and written warning, do not have to be used prior to taking more stringent action such as suspension and/or termination. There are certain types of misconduct which may be so serious as to warrant disciplinary action up to and including immediate suspension from duty and dismissal.

8.2 Managers will make an effort to counsel Nurses regarding matters that may result in disciplinary action prior to any first or second written warning being issued. Informal counseling will not be part of the disciplinary process except as supporting documentation if behavior continues to escalate.

8.3 In instances where it is necessary for the Hospital to investigate misconduct, the Hospital reserves the right to suspend an employee pending the conclusion of the investigation. The Hospital will use its best efforts to complete the investigation within 10 business days and, if an additional 10 business days is necessary, the Hospital will notify the Union. The nurse may use PTO during the investigation. If the employee is not disciplined and PTO is used, PTO will be reinstated or, if PTO was not taken, the nurse would be reimbursed pay.

8.4 Nurses may review and rebut all disciplinary actions which may be used to support further disciplinary measures.

8.5 If the Nurse wishes, a Union steward or Union representative may be present at any "Weingarten" investigatory meeting. If a Union Steward or Union representative's presence is requested by a Nurse at a "Weingarten" investigation, and the steward's work load permits him/her to attend such investigation, the Union steward will be released for a period of up to 1 hour with pay to attend such "Weingarten" investigations that are scheduled during the Union steward's scheduled working hours.

8.6 A Nurse shall not be disciplined for refusal to work more than his/her scheduled hours per two-week pay period; however, the Hospital retains the right to mandate more than a Nurse's scheduled hours if there are not enough volunteer Nurses to staff the Hospital in a manner that the department director believes would avoid an adverse patient care situation.

8.7 When consistent with the provisions of this Article, any discipline has been issued to a nurse, the discipline will be maintained and in effect. If no additional verbal or written warnings are issued to the employee within six (6) years, the employee may request in writing to the Director of Human Resources the written warning be removed from their personnel file.

8.8 In a written disciplinary action resulting in suspension or termination, the union will receive a copy of each written disciplinary action via e-mail within two (2) business days of receipt by the bargaining unit nurse.

ARTICLE 9: SCHEDULES AND HOURS OF WORK

9.1 General. This Article is subject to the rights of the Hospital as set forth in Article 15, Low Census, Layoff and Recall.

9.2 The Hospital is willing to maintain a written staffing plan on each unit. The staffing plan will include filled and unfilled FTEs, allocation of FTEs for each shift, and other information that administration believes is appropriate for inclusion. Directors will maintain a staffing roster that is available for the staff to review.

9.3 Management shall work with the Nurses on individual units to set shift lengths and schedules that meet the needs of the unit.

9.4 Schedules. The work schedule shall reflect the detailed planning, pursuant to patient acuity, unit activity and budget, required to provide the skill level competency necessary to provide quality patient care 24 hours a day, 7 days a week.

9.5 All schedules will be posted at least two weeks before the effective date in blocks of at least six (6) weeks. All schedules shall be posted with actual working hours, open hours and on-call hours. Upon approval by the Director, a unit may self-schedule, that is, the Nurses may determine the unit's work schedules. If such self-scheduling occurs, the Director must approve all schedules. The Director may change the schedules prior to posting to address patient care needs as determined by the Hospital. The Director will notify the Nurse(s) involved in schedule changes prior to posting the revised schedule.

9.6 If it is necessary to change a schedule after it has been posted, the Director or designee and Nurse(s) involved will discuss the need to change the Nurse's schedule and the options to accommodate such change. The Nurse will be given the opportunity to provide the Director or designee with his/her input on such schedule change options and the ability of the Nurse to accommodate any change. After the Director or designee determines the availability of other qualified nursing staff on the unit to accommodate the

needed coverage, and if no volunteers are timely found, changes may be made by the Director or designee in accordance with the Hospital's or department's patient care needs.

9.7 Hours of Work. The regular work week starts at 12:00 a.m. (midnight) on Sunday and ends at 11:59 p.m. on the following Saturday.

9.8 A normal straight-time scheduled work shift shall consist of four (4) to twelve (12) consecutive hours, as assigned by the Director, excluding any unpaid lunch period. A Nurse will, in most circumstances, work his/her anticipated normal straight-time work shifts. The Hospital reserves the right to change, increase or decrease the length of shifts in accordance with its assessment of patient care needs.

9.9 The Hospital agrees to continue its practice of allowing Nurses to trade shifts with other qualified Nurses, with approval of the Director or designee, as long as the trade does not increase any overtime cost to the Hospital. This includes trades with PRN Nurses.

9.10 If a Nurse will be absent from his/her scheduled shift, the Nurse must call in to report his/her absence to his/her Director, Manager or Charge Nurse at least two (2) hours before his/her scheduled shift is scheduled to begin.

9.11 If work load permits, as determined by the Director or designee, Nurses will be allowed the following breaks and meal periods during the work day:

- (a) Nurses who work shifts of at least four (4) hours: one (1) 15-minute break, but no meal break.
- (b) Nurses who work shifts of at least eight (8) hours: two (2) 15-minute breaks and one (1) unpaid 30-minute meal break.
- (c) Nurses who work a 12-hour shift: two (2) 15 minute breaks, and one (1) unpaid 30-minute meal break.

Breaks and meal periods may not be combined and may not be taken during the first or last hour of a shift. If a Nurse's 30-minute meal break is interrupted by having to perform work duties, the Nurse will be paid for the 30-minute meal break, in accordance with applicable law.

9.12 Once a Nurse's timecard has been filed or logged, it shall not be changed without notice to the individual Nurse.

9.13 No Pyramiding. There shall be no pyramiding of pay, unless otherwise specifically set forth in this Agreement. In applying this rule, the Hospital shall follow the guidelines set forth in Exhibit B.

ARTICLE 10: VNA AND HOME HEALTH CARE

10.1 VNA/Homecare Wages. The wages for the VNA/Homecare will be set forth in Article 24, Wages, of this Agreement.

10.2 Homecare. A Nurse who is on-call for VNA/Homecare and is called into work to make a home visit will be guaranteed a minimum of two (2) hours of work/pay for the home visit. A Nurse who is on call for VNA/Homecare and responds to telephone calls and pages will be paid callback pay for the actual time spent on the telephone but will not, for such time, also receive On Call pay.

10.3 Callback Pay. The rules regarding callback pay which apply to Nurses under this Agreement, as set forth in Section 25.4, apply to VNA/Homecare Nurses.

10.4 Cell Phones. Cell phones will be available for Nurses to check out for use during the work day. Nurses will return the cell phones to the office at the end of each work day, unless otherwise approved by the Director or designee.

10.5 Reimbursement for Long Distance Telephone Calls. Nurses will be reimbursed for the cost of long distance telephone calls that are work-related in nature. To be reimbursed, appropriate documentation showing cost incurred must be provided to the Director of Human Resources.

ARTICLE 11: PRN NURSES

11.1 PRN Nurses are covered by this Agreement with the Union. PRN Nurses are entitled to unpaid leave to the extent allowed under Article 20. PRN Nurses are not entitled to any other nurse fringe benefits (for example, insurance, short term disability pay and PTO).

11.2 PRN Nurses are not guaranteed a certain number of hours or a regular schedule. As a general rule, PRNs will select or be assigned their hours after full-time and part-time nurses have selected their schedule. The Hospital may utilize PRN Nurses to fill temporary openings due to vacancies, vacation or leave of absence until these positions are filled by regular full-time or part-time Nurses, but not to exceed 3 months. PRN Nurses will not be sent home on low census until he/she has worked their required/scheduled shift per month.

11.3 PRN Nurses will not accrue seniority in their position of PRN Nurse. PRN Nurses will not have seniority over regular part-time, full-time, part-time accruing, weekend package or weekend package plus Nurses when applying for positions. PRN Nurses will have preference over Nurses who are not currently employed by the Hospital.

11.4 If a PRN Nurse becomes a full-time, regular part-time, weekend package, weekend package plus or part-time accruing Nurse, the Nurse will be given prorated seniority credit for the time worked as a PRN Nurse based on the following calculation: total hours worked as a PRN Nurse divided by 40 times 7 which is equivalent to the days of seniority credit given to the PRN Nurse.

11.5 The Hospital agrees to maintain a Level 1 and Level 2 status as set forth in the Hospital's PRN policy. PRN Nurses will be one topic discussed from time to time by the Collaborative Nursing Council, referenced in the Agreement at Article 3. The Committee may make recommendations to Hospital Administration on the utilization of PRN Nurses.

ARTICLE 12: WEEKEND PACKAGE

12.1 A Weekend Package Nurse is a Nurse who is regularly scheduled to work 24 hours per weekend (48 hours per pay period). A Weekend Package Plus Nurse is a Nurse who is regularly scheduled to work twenty-four (24) hours per weekend or forty-eight (48) hours per pay period plus sixteen (16) or more hours per pay period weekdays for a total of sixty-four (64) hours or more per pay period.

12.2 Hours and Shifts. A weekend is defined as any shift that begins on or after 2:30 p.m. Friday and ends at 7:30 a.m. the following Monday.

12.3 At the time a Weekend Package/Weekend Package Plus position is offered, a Nurse shall have the option of committing to working four (4) out of five (5) weekends and will be scheduled four (4) weekends in a row with the fifth (5th) weekend off, or 50 out of 52 weekends per year, unless otherwise agreed upon by the Weekend Package Nurse and the Director. Weekend Package/Weekend Package Plus Nurses who commit to 50 out of 52 weekends may request their weekends off, which will be scheduled in accordance with the provisions of Article 9, Schedules and Hours of Work, of this Agreement. Weekend Package/Weekend Package Plus Nurses are not eligible to use PTO on their scheduled weekends off. A Weekend Package/Weekend Package Plus Nurse and his/her director are responsible for insuring that the required number of weekend shifts is worked.

12.4 Holiday Pay, as set forth in Article 18, will not apply to Weekend Package or Weekend Package Plus Nurses when working on a weekend. Notwithstanding the above, Holiday Pay, as set forth in Article 18, will apply to Weekend Package Nurses and Weekend package Plus when working a holiday that falls during the workweek.

12.5 Weekend Package/Weekend Package Plus Nurses must commit to four (4) out of five (5) weekends or 50 out of 52 weekends for a minimum of 12 months. At the end of the 12-month period, a Weekend Package/Weekend Package Plus Nurse may switch from four (4) out of five (5) weekends to 50 out of 52 weekends or vice versa. If a Nurse wishes to transfer out of his/her position or terminate after the 12-month period, 30 days' notice is required.

12.6 Weekend Package/Weekend Package Plus Nurses are paid only the applicable Base Rate until orientation is completed, at which time they are eligible for Weekend Package Pay.

12.7 Weekend Package Pay is the Nurse's applicable Base Rate plus 50%. In addition, Weekend Package/Weekend Package Plus Nurses are eligible for the benefits listed in Section 26.5, as well as PTO, flexible spending accounts, tuition reimbursement,

401(k) retirement plan, short term disability, computer loan program, bereavement and health, dental, vision and group life insurance only.

12.8 Weekend Package/Weekend Package Plus Nurses are eligible for on-call, charge pay, and shift differential, when applicable.

12.9 Weekend Package/Weekend Package Plus Nurses who work shifts during the week are paid at the Nurse's Base Rate plus other pay set forth in Section 12.7. Weekend Package/Weekend Package Plus Nurses who work extra weekend shifts are paid Weekend Package Pay for the extra shifts.

12.10 Weekend Package/Weekend Package Plus Nurses are subject to Low Census and Lay Off, as set forth in Article 15 of this Agreement. Low census for Weekend Package Nurses may be addressed in a unit policy, as approved by the Chief Nursing Officer s or designee.

12.11 Weekend Package/Weekend Package Plus Nurses may request to trade scheduled shifts with another Nurse, however, such trades must be approved by the director.

12.12 Weekend Package/Weekend Package Plus Nurses are required to attend orientation, mandatory education, in-services, and staff meetings. Attendance at these functions is paid at the Nurse's Base Rate.

ARTICLE 13: SENIORITY

13.1 Seniority is defined as the continuous length of service at the Hospital since the Nurse's last actual date of hire. This date is also used to determine eligibility for certain benefits, including, but not limited to PTO accrual, 401(k) eligibility, health insurance and long term disability.

13.2 A Nurse's seniority under this Agreement shall commence after completion of his/her probationary period and shall be retroactive to the date of hire. The probationary period for a Nurse is three (3) months.

13.3 Loss of Seniority. A bargaining unit Registered Nurse shall lose seniority for the following reasons: (1) termination; (2) discharge, and the discharge is not reversed through the procedure set forth in this Agreement; (3) absence from work for two (2) consecutive working days without providing notification to the department director or designee; (4) acceptance of other employment while on leave of absence; (5) failure to return to work from an approved leave of absence, or refusal to come back after being recalled from a layoff; and (6) an absence from employment with the Hospital for more than ninety (90) days.

Exempt from this Section is any bargaining unit Nurse on layoff from the bargaining unit who accepts a non-bargaining unit position with the Hospital while waiting to exercise his/her recall rights under the contract.

13.4 Seniority List. The Hospital will provide the Union with a seniority list every six (6) calendar months. Every other month, on a calendar basis, the Hospital shall notify the Union of the names of new Nurses and those who accepted new bargaining unit positions at the Hospital, and Nurses who are no longer employed at the Hospital. Copies shall be sent to the Union and a copy shall be posted in the each unit. A Nurse may challenge his/her status on the seniority list by filing a grievance within the time limits specified in Article 5.

13.5 In selecting a Nurse to fill a permanent opening in a bargaining unit position, a director shall select the most qualified candidate based on the qualifications as stated in the posting. If, there are two (2) or more qualified candidates with equal qualifications as listed in the posting, preference shall first be given to a bidder (except for a PRN bidder) who already works on that particular unit, and next to bidders from the bargaining unit. If there are two (2) or more qualified candidates from the bargaining unit with equal qualifications as listed in the posting, preference shall be given to the bidder with the most seniority.

13.6 Nurses who accept a permanent position in a different unit shall be considered least senior (of regular unit staff at the time of transfer into that unit), regardless of their seniority, for the purpose only of bidding on other hours or shifts within that unit, until they have completed twelve (12) months service, at which time their full seniority shall apply.

13.7 Nurses who accept a management position with the Hospital for a period of more than 12 months shall have their seniority frozen for the period of service as a manager. If the Hospital returns the Nurse to a bargaining unit position, his/her seniority shall be restored, except for the period of service as a manager. When a manager applies for a bargaining unit position, he/she shall be considered the least senior Nurse making application.

ARTICLE 14: POSTING OF POSITIONS

14.1 When the Hospital determines there is a permanent open position to be filled by a nurse in the same department as the open position, the Director of the department in which there is an opening will email information about the position to all Nurses in the department, post the opening in the break room and on the hospital's website. This internal only opening will be posted for a minimum of four (4) business days. When the Hospital determines there is a permanent open position to be filled outside of the department it will be posted a minimum of seven (7) calendar days on the Hospital's website. The Union representative will be provided notice of such posting. The posting will include job title and duties, required license/certification, and required qualifications, location, and hours, subject to the Hospital's rights set forth in Article 16, Management.

14.2 Nurses may apply for a posted open position by completing an on-line application during the time the bargaining unit job is posted. Human Resources personnel will be available to help applicants.

14.3 The qualified applicant(s) will be routed to the director or designee who will interview applicants.

14.4 Human Resources shall promptly notify in writing the individual awarded the bargaining unit position and the unsuccessful applicants.

14.5 A Nurse must have been employed within his/her current position for a minimum of 12 months prior to applying for a permanent vacancy, other than provided in Article 15 of this Agreement, unless mutually agreed by the Hospital and the Nurse.

ARTICLE 15: LOW CENSUS, LAYOFF AND RECALL

15.1 Registered Nurse staff may be reduced when, in the judgment of the Hospital, there is a diminished demand for Nurses. Nursing management shall inform the Union of any layoff of Registered Nurse staff.

15.2 Generally, if it is determined that a Nurse does not need to work her/his scheduled shift, the Nurse will be called at least one and a half (1½) hours before the scheduled start time and excused from work. Such time for purposes of this Agreement is called "low census" time. The term "call" in this Section means placing a telephone call to the Nurse's last telephone number on file with his/her department. If a nurse is placed on low census and the hospital fails to make a reasonable attempt to call the nurse and the nurse reports to work and is informed she should have been called off due to low census, the nurse has the following options: (1) work one (1) hour or (2) leave work immediately. Further, there may be an event when low census time is applied during a Nurse's shift, in which case, call time does not apply. If low census occurs during a Nurse's shift, the Nurse will be notified as early in the Nurse's shift as practical

- (a) In determining who will be excused when low census time is necessary, the following guidelines will be utilized within each unit, as long as the Nurses remaining on the unit have the qualifications to perform necessary tasks.
 - (i) Mandated nurse, if he/she chooses, shall be cancelled first;
 - (ii) Agency/Traveling Nurses shall be cancelled second;
 - (iii) Nurse who has picked up extra shifts during the pay period may take low census, if he/she chooses
 - (iv) PRN Nurses shall be cancelled fourth unless the Nurse is working his/her required shift(s) per month;
 - (v) Nurses may volunteer, and low census time will be given to volunteers before others are assigned; and
 - (vi) The Hospital will continue its practice of assigning low census time by using a rotational list. Generally, the Nurse

who has been assigned low census time at a date most distant from the current date will be assigned the low census time. The Hospital retains the discretion to vary from selecting the next Nurse on the rotational list, taking into consideration the staffing mix, in the interest of quality patient care.

- (b) A Nurse may choose to take PTO or may take the time as unpaid time. If the Nurse takes the time as unpaid time, such Nurse will continue to accrue vacation and sick time and hours of service for pension purposes, even when the time is unpaid, to the extent they would otherwise have accrued had they been working.

15.3 The Union recognizes the right of the Hospital to reduce the workforce, subject to the provisions set forth in this Article. The provisions of this Article shall not apply to temporary layoffs of less than 30 days.

15.4 A layoff occurs when, due to a reduction in the bargaining unit, a Nurse(s) is/are removed from active employment with the Hospital. A displacement occurs when there is a reduction or relocation of a bargaining unit position.

15.5 When the Hospital determines that a displacement or layoff shall occur, it will give the affected Nurse(s) and the Union seven (7) days' notice. The Hospital will provide the Union with (1) a list of all bargaining unit Nurse positions to be eliminated; (2) a current updated seniority list; and (3) a list of current unfilled bargaining unit positions at the Hospital.

15.6 Displacements and layoffs shall be on a unit basis. The Hospital shall determine which job classifications and units are to be decreased or eliminated. The order of displacement or layoff within a unit shall be as follows:

- (a) Agency/Traveling Nurses;
- (b) Voluntary Nurses;
- (c) Probationary Nurses;
- (d) PRN Nurses;
- (e) Full-time, Regular Part-time Nurses, Part-time Accruing, Weekend Package and Weekend Package Plus Nurses

In recognition of the need to provide quality nursing care, the Hospital's determination of each Nurse's qualifications shall determine which Nurses are retained in the affected job classifications and units. If the Hospital determines that these factors are equal among two or more Nurses involved in the displacement or layoff, then the Nurse with the least seniority within the affected classification shall be displaced or laid off first.

15.7 In the event a Nurse is to be removed in one departmental unit and a vacant position exists in another departmental unit with the same number of hours as the Nurse's current position and, in the judgment of the Chief Nursing Officer or designee, the Nurse has the qualifications to perform the position or can acquire such qualifications in a reasonable period of time, the Nurse subject to removal will be offered assignment to such vacant position, and if she refuses, she will be laid off from the hospital. If no such vacancies exist, then the Nurse subject to removal from the initial unit will be permitted to displace the most junior Nurse with the same status in the bargaining unit if he/she, in the judgment of the Chief Nursing Officer or designee, has the qualifications to perform that job or can acquire such qualification in a reasonable period of time. If the junior nurse with the same status is bumped, that nurse then can bump anyone with less seniority if in the judgment of the CNO or designee, the Nurse has the qualifications to perform the position or can acquire such qualifications in a reasonable period of time.

In the event more than one Nurse is to be removed in one departmental unit at the same time, the same number of Junior Nurses in the hospital may be removed from his/her positions according to the above criteria. The most senior Nurse shall have the right to select among the vacant positions. Then the second most senior Nurse shall have the right to select a position.

15.8 In the event of a layoff, a Nurse to be displaced may volunteer to be laid off, but such Nurse shall have no recall rights except to his/her original job classification within his/her unit.

15.9 No seniority or time shall accrue for benefit purposes while on layoff.

15.10 Probationary Nurses who are laid off shall be terminated and will not have any recall privileges.

15.11 Laid off Nurses shall be recalled to their home unit or classification in the reverse order that they were removed from it. They may also be recalled to vacancies that occur in other job classifications in other units if, in the judgment of the Chief Nursing Officer or designee, the Nurse has the qualifications to perform the job or is qualified and can acquire the skills and ability in a reasonable time period. If a Nurse refuses to accept recall pursuant to this Section, he/she shall be considered voluntarily terminated.

ARTICLE 16: MANAGEMENT

16.1 The Hospital will provide the Union copies of any new or revised written policies affecting bargaining unit Nurses at least 14 calendar days in advance when practical, but in any event prior to their implementation.

16.2 Functions of Management. Except as specifically limited by the express provisions of this Agreement, the Hospital retains exclusively to itself the traditional rights (as historically existed prior to Union organization) to operate and manage its business and to direct its employees including, but not limited to, the following:

- (a) to direct, plan and control facility operations;

- (b) to exercise control and discretion over the organization and efficiency of operations;
- (c) to change or eliminate existing methods, materials, equipment, facilities and reporting practices and procedures and/or to introduce new or improved ones;
- (d) to utilize suppliers, subcontractors and independent contractors as it determines appropriate;
- (e) to determine what products shall be used; to establish and change the hours of work (including overtime work) and work schedules;
- (f) to select, hire, direct and supervise Nurses and assign them work; to classify, train, promote, demote and transfer Nurses;
- (g) to determine the hours of work, schedules and staffing patterns of Nurses at the Hospital;
- (h) to suspend, discipline and discharge Nurses; to increase, reduce, change, modify, or alter the composition and size of the workforce;
- (i) to establish, modify, combine or abolish job classifications;
- (j) to make and enforce rules of conduct, standards and regulations governing the conduct of employees;
- (k) to layoff and to relieve Nurses from duty because of lack of work or other reasons;
- (l) to determine the number of departments and units and the work to be performed therein;
- (m) to determine standards of patient care;
- (n) to determine the schedules and nature of work to be performed by Nurses and the methods, procedures, and equipment to be utilized by Nurses in the performance of such work;
- (o) to utilize Nurses wherever necessary in cases of emergency or in the interest of patient care;
- (p) to introduce new or improved methods or facilities, regardless of whether or not such introduction may cause a reduction in the work force;

- (q) to establish and administer policies and procedures related to research, education, training, operations, services and maintenance of the Hospital's operations;
- (r) to determine staffing patterns including, but not limited to, the assignment of nurses, numbers employed, duties to be performed, qualifications and areas worked;
- (s) to change, abolish or discontinue any job title, department or unit; to select and determine the type and extent of activities in which it will engage and with whom it will do business;
- (t) to close the Hospital in part or in total; to determine and change starting times, quitting times, shifts, and the number of hours to be worked by Nurses;
- (u) to determine policies and procedures with respect to patient care;
- (v) to determine or change the methods and means by which its operations are to be carried on; and
- (w) to take any and all actions it determines appropriate, including the subcontracting of work, to maintain efficiency and appropriate patient care.

ARTICLE 17: PAID TIME OFF

17.1 Definition. Paid Time Off (PTO) is a comprehensive plan that is composed of and covers a Nurse's vacation, sick days, holidays and personal days.

17.2 All full-time, regular part-time, part-time accruing, weekend package and weekend package plus Nurses are eligible to accrue PTO on their first day of work. Nurses are eligible to use accrued PTO according to the procedures outlined herein. PRN Nurses and Temporary Nurses are not eligible to accrue or use PTO.

17.3 PTO will be calculated and accrued as a percentage of hours up to a maximum of eighty (80) hours per pay period (regular hours, PTO, bereavement, holiday, low census and call-back hours, and jury duty hours as paid pursuant to Articles 18, 19 and 23).

17.4 Accrual Schedule. For currently employed Nurses, the PTO accrual schedule will be as follows:

<u>YEARS OF SERVICE COMPLETED</u>	<u>% RATE OF ACCRUAL</u>	<u>FOR EXAMPLE, MAXIMUM HOUR ACCRUAL PER PAY PERIOD FOR AN 80 HOUR SCHEDULED PAY PERIOD</u>
Date of hire through 1.99	9.231%	7.38
Two (2) through 3.99 years	10.385%	8.31

Four (4) through 8.99 years	11.538%	9.23
Nine (9) through 14.99 years	13.847 %	11.08
Fifteen (15) and above	16.154%	12.92

17.5 For the purpose of determining the number of PTO accrual hours for which a Nurse is eligible, PTO hours taken will be considered hours worked. PTO sold back will not be considered hours worked and will not count toward the further accrual of PTO.

17.6 If a Nurse's regular schedule is reduced due to low census, the Nurse may choose to use PTO or to take the time off without pay. If a Nurse chooses to take the time off without pay, the Nurse will accrue PTO on the low census hours taken without pay.

17.7 Nurses may request their PTO periods prior to the accrual of PTO, however, the Nurse is not entitled to take the time off until the PTO time has actually accrued. PTO schedules shall be established taking into account the wishes of the Nurses and the staffing needs of the Hospital.

17.8 Each department or unit will be responsible for developing and maintaining PTO selection guidelines for the Nurses in that department or unit. PTO can be scheduled in accordance with department guidelines. The establishment of timeframes and guidelines are subject to approval of the Director or Designee.

17.9 For a Nurse regularly scheduled to work every other or every third weekend, he/she will not be expected to cover his/her regularly scheduled weekend hours for one weekend per calendar year, as approved by the Director or designee. Notwithstanding the above, only one nurse may be off per weekend. The extra weekend off does not include a holiday as defined in Article 18 or Holiday weekends (such as New Year's weekend, Memorial Day weekend, 4th of July weekend, Labor Day weekend, Thanksgiving Day weekend, Christmas weekend, Mother's Day weekend, Father's Day weekend or Easter weekend). This Section does not apply to Weekend Package Nurses and Nurses regularly scheduled to work less than every third weekend.

17.10 Nurses eligible to receive workers' compensation pay may request to use PTO for all normally scheduled worked hours until the first day of workers' compensation benefits. After a Nurse is receiving workers' compensation benefits, the Nurse may sell back PTO in accordance with the limitations set forth herein.

17.11 PTO will not accrue beyond 400 hours.

17.12 Accrued PTO will be paid at 100% of its value at termination of employment, providing a 30-day notice is given by the Nurse to the Hospital.

17.13 In the event of death of a Nurse, accrued PTO will be paid at 100% of its value to the Nurse's estate on the Nurse's final paycheck.

17.14 Nurses who have been employed for at least six (6) consecutive months may voluntarily donate or transfer some of their accrued PTO to the PTO account of

another Hospital employee. The donated PTO hours will be converted to an equivalent dollar value of PTO hours of the recipient and added to the recipient's account.

17.15 PTO Sell Back. Effective the pay period which includes January 1, 2010, Nurses who have completed six consecutive months of active employment are eligible to sell back PTO accumulated in that calendar year, provided a minimum of 40 hours is maintained in a full-time or weekend package plus Nurse's PTO bank and 20 hours is maintained in a regular part-time, part-time accruing or weekend package Nurse's PTO Bank and the sellback will only be twice a calendar year. Nurses may complete a sellback authorization form no later than the Thursday prior to the beginning of the second pay period in June and/or December. The sellback amount will be included in the second paycheck in June and/or December. The minimum amount that may be sold back at any one time is eight (8) hours.

ARTICLE 18: PAY FOR HOLIDAY WORK

18.1 Nurses who work on a holiday will receive 1 ½ times their base rate of pay for the hours worked on the holiday. Nurses who are called back on a holiday will also receive 1 ½ times their base rate of pay for each hour worked.

18.2 The Hospital recognizes six (6) holidays for the purpose of determining when premium holiday pay will be paid for work:

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

18.3 All Nurses who are military veterans may be entitled to have November 11th off in accordance with State Laws.

18.4 The Hospital agrees to continue its practice of not requiring Nurses to work more than 50% of the holidays listed during a calendar year, unless otherwise dictated by staffing needs.

18.5 Nurses will not be required to use PTO when a holiday falls on a scheduled day off.

ARTICLE 19: BEREAVEMENT LEAVE

19.1 Nurses who have completed their probationary period are entitled to paid bereavement leave up to three (3) consecutive days for the death of an Immediate Family Member and paid one (1) scheduled day for the funeral or services of a Relative Outside the Immediate Family, provided the Nurse attends the funeral.

19.2 “Immediate Family Member”, for purposes of this Article, includes a Nurse’s current spouse, child, sibling, parent, parents of current spouse, grandparent, grandchild or legal ward or guardian.

19.3 “Relative Outside the Immediate Family”, for purposes of this Article, includes son or daughter-in-law, brother/sister-in-law and grandparent-in-law.

19.4 Former relations, such as former spouse or former in-laws, are not considered family members for purposes of this Article.

19.5 The three (3) consecutive days off under this Article allowed for an Immediate Family Member must be taken within seven (7) days of the date of death except when the funeral or memorial service is held after the seven (7) day time period. The day of the funeral or memorial service will always be considered as one of the bereavement days.

19.6 For deaths of relatives or friends not defined above, Nurses may request PTO.

19.7 At the time of death of an Immediate Family Member or Relative Outside the Immediate Family, the Nurse must notify his/her department director to arrange for time off under this Article.

19.8 If the Nurse desires to take additional time off beyond that provided in Section 19.1 above, the days must be approved by the department director and the Nurse shall be required to use accrued PTO or take unpaid personal leave for immediate family members as defined in the collective bargaining agreement.

19.9 If a Nurse is on an approved leave of absence when the need for bereavement leave arises, the Nurse is not eligible to receive pay under this Article.

ARTICLE 20: NON-FMLA LEAVE

20.1 Personal Leave. A personal leave is defined as a leave of absence that does not apply to a Nurse’s medical or education circumstances, but is for other compelling personal reasons. An example of a personal leave may be a leave to tend to Union business. Upon request, the Hospital may grant Nurses who have completed the probationary period unpaid personal leaves. For leaves of two (2) weeks or less, a request for a personal leave may be approved by a department director. Personal leave requests of more than two (2) weeks shall be submitted in writing for consideration for approval by department director at least one (1) month in advance, except when exigent circumstances prevent such notice time being met, and shall state the reasons for the leave. Leave requests of more than two (2) weeks shall be submitted in writing and approved by the department director and the Human Resources Director. No such leave shall exceed 60 calendar days. The 60-day maximum will not include any FMLA time. No benefits shall accrue or be paid while on such leave. No seniority shall accrue while on such leave. PRN, and Temporary Nurses are not eligible for non-FMLA Personal Leave.

20.2 Medical Leave. A medical leave of absence is defined as a leave of absence for personal illness or disability. Such leaves may be granted up to a total of nine (9) months, provided however, that the nurses request an extension every three (3) months. Medical leave requests shall be submitted in writing for consideration for approval by the department director and the Human Resources Director. The nine (9) months maximum will include any FMLA time. No benefits or seniority shall accrue while on such leave, unless otherwise provided under the FMLA. PRN staff and Temporary nurses are not eligible for educational leave.

20.3 Educational Leave. An educational leave of absence is a leave for educational opportunity that promotes a Nurse's growth and development either in relation to their current position or another position at the Hospital. An educational leave may be granted up to one (1) year. Educational leave requests shall be submitted in writing for consideration for approval by the department director and the Human Resources Director. No benefits or seniority shall accrue while on such leave, unless otherwise provided under the FMLA. PRN staff and Temporary nurses are not eligible for educational leave.

20.4 Return from Non-FMLA Leaves. A minimum of Two (2) days before returning to work from a medical leave, the Nurse must provide a physician's letter attesting to the Nurse's ability to return to work and perform the essential functions of his/her job. After review of such letter, the Hospital's Employee Health Nurse will certify that the Nurse is able to return to work and may require the Nurse to complete a Functional Capacity Exam (FCE), at the expense of the Hospital, prior to the Nurse's return to work. Requests for FCEs will be job related and consistent with business necessity, in accordance with applicable law. The Hospital shall consider the opinions of both the Nurse's treating physician and the results of the FCE (if requested) in making the decision of whether the Nurse is able to return to work and perform the essential functions of the job. If appropriate, the Hospital's Occupational Health physician will evaluate the FCE and treating physician's release and make a final determination on the Nurse's ability to return to work and perform the essential functions of the job, with or without reasonable accommodation.

The granting of a leave of absence under this Article does not guarantee that at the conclusion of the approved leave time an employee will be assigned to the same position, but merely that the organization will place the employee in a position for which the employee qualifies. However, the hospital agrees to make a reasonable effort to return the nurse to the same or similar position if such a position is available. Voluntary termination shall result if: (1) a Nurse fails to return from leave as scheduled; (2) a Nurse fails to accept an offered position; or (3) no position is available.

20.5 Use of PTO during Non-FMLA Unpaid Leaves. Nurses, other than PRN Nurses, who are approved for an unpaid leave under this Article, have the option of using Paid Time Off (PTO) during their approved leave. Nurses may also receive any applicable disability payments to which they are entitled during their leave. After these benefits are exhausted, the remainder of the leave will be unpaid.

20.6 Military Leave. The Hospital agrees to continue its compliance with federal and state laws regarding leaves related to service in the armed forces.

ARTICLE 21: FMLA

21.1 A Nurse will be eligible for unpaid leave when:

- (a) He/she has worked for the Hospital for a total of at least 12 months. The 12-months service requirement does not need to be consecutive but can be cumulative over time, including prior periods of employment.
- (b) He/she has worked at least 1250 hours in the 12 months immediately preceding the commencement of the family and medical leave. (Non-worked hours, including PTO, disability hours or any other paid but non-worked time, do not count as worked time in determining eligibility.)

21.2 Nurses may request up to 12 weeks of leave during a defined 12-month period for any one or more of the following reasons:

- (a) For a birth of child or placement of a child for adoption or foster care;
- (b) To care for an immediate family member (spouse, child or parent) with a serious health condition, as defined by the FMLA;
- (c) To take a medical leave when the nurse is unable to work because of a serious health condition, as defined by the FMLA;
- (d) Because of any qualifying exigency as determined by the Secretary of Labor in final regulations arising out of a Nurse's parent, child or spouse being on active military duty or notification of an impending call to active duty in the armed forces;
- (e) To care for an injured service member who is a Nurse's parent, child, spouse or next-of-kin. Such leave may be taken for up to 26 weeks in a single 12-month period.

21.3 If both a Nurse and his/her spouse are employed by the Hospital, they are jointly entitled to a combined total of 12 weeks of family leave for the birth of a child or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition. Married spouses employed by the Hospital may take an aggregate of 26 weeks to care for an injured service member.

21.4 Leave for birth of child or placement of child for adoption or foster care must conclude within 12 months of the birth or placement. Reduced hours/intermittent leave time will not be granted for these reasons.

21.5 Family medical leave may be taken intermittently or on a reduced hours basis only when medically necessary to care for a seriously ill family member or because of the Nurse's serious health condition. Leave to care for an injured service member and leave for a qualifying exigency may also be taken intermittently or on a reduced hours basis.

21.6 Nurses should make reasonable effort to schedule planned medical treatment so as not to unduly disrupt the operation of the department.

21.7 Except for a leave to care for an injured service member, a Nurse's family medical leave entitlement is limited to a total of 12 work weeks within a 12-month period measured forward from the date a Nurse's first FMLA leave begins. Subsequent 12-month periods would begin the first time FMLA leave is taken after completion of any previous 12-month period and Nurse has worked at least 1250 hours in the 12 months immediately preceding the commencement of the subsequent family and medical leave.

21.8 Nurses eligible for family and medical leave may choose to use accrued Paid Time Off first. After available PTO hours are exhausted, the remainder of the leave will be unpaid.

21.9 During the FMLA leave, the Nurse will be entitled to continue insurance plan coverage according to Article 26 by continuing to pay the normal contribution as if the Nurse was actively at work. Premium payments will continue to be deducted from the Nurse's paycheck whenever possible. If deductions cannot be withheld, the Nurse will be notified of premiums due and payment deadlines. Failure to make timely payments will result in termination of coverage after giving 15 days' notice. Upon return to work, prior or at the end of the 12 weeks leave, coverage shall resume under the same conditions stated in Article 26.

21.10 A Nurse may elect not to retain medical, dental or vision insurance coverage during a FMLA leave. Such Nurse would be eligible for reinstatement on the same terms in effect according to Article 26.

21.11 Upon returning from a family and medical leave (not exceeding 12 weeks), a Nurse will be eligible to return to the same position held when the leave began or to an equivalent position with equivalent pay and benefits, under the same terms and conditions of employment as if the Nurse had been actively at work. The Nurse will have no greater or lesser right than any other Nurse actively at work. The use of family and medical leave time will not result in the loss of any employment benefits accrued prior to the start of the family medical leave.

21.12 Medical leave which is caused by a work-related injury runs concurrently with the leave available under this Article.

21.13 All eligible Nurses will be required to provide at least thirty (30) days' advance notice when a leave is foreseeable. All family and medical leaves will require the Nurse to complete a Request for Leave form (available on Hospital's intranet) and submit

the request for consideration for approval by the Human Resources Department. Reasonable notice must be provided by Nurses who request leave for exigent circumstances or to care for an injured service member.

21.14 All family and medical leaves due to a serious health condition will require certification by a Health Care Provider (as that term is defined in the FMLA) using the Department of Labor form (available on Hospital's intranet) and shall be submitted for consideration for approval by the Human Resources Department.

21.15 A leave for a Nurse's serious health condition will require a fitness for duty statement from the Nurse's health care provider in order to return to work. A fitness for duty report may not be requested following newborn care, adoption, foster placement, family leave or intermittent leave. Job restoration will be delayed until proper certification is received.

21.16 The Nurse must give at least two (2) days' notice of intent to return to work.

ARTICLE 22: ADOPTION

22.1 All full-time, regular part-time, weekend package and weekend package plus nurses are eligible for adoption expense reimbursement upon successful completion of 90 consecutive days of employment.

22.2 Eligible nurses who adopt a child must notify the Human Resources Department within 14 days of when the child has been placed in the home. It is the responsibility of the employee to provide documentation that supports or identifies the date of placement of the child.

22.3 The nurse must provide proof of qualifying expenses (adoption fees, attorney fees and court fees) within 60 days of finalization of adoption. Expenses NOT eligible for reimbursement include: expenses for which the employee received funds from a state, local or federal program; expenses that violate state or federal law; expenses for a surrogate parenting arrangement; adoption of a spouse's child or other relatives' children in custodial parent situations; and expenses reimbursed by another employer or organization.

22.4 Upon finalization of a legal adoption, eligible full-time nurses may receive up to \$2,000 in reimbursement, and eligible part-time and weekend package nurses may receive up to \$1,000 in reimbursement for each qualifying adoption. If a husband and wife both work for the hospital, the reimbursement will be paid to the employee eligible for the higher amount, or if both are eligible for the same benefit amount, the reimbursement will be split 50/50 between each employee. The reimbursement will not exceed in total the above amounts per each legal adoption.

22.5 Employees receiving adoption benefits may request leave of absence and may qualify for FMLA leave of absence. Reduced hours or intermittent time may not be used for this benefit period.

22.6 Reimbursement payments are not subject to income tax, but are subject to social security, Medicare and unemployment taxes, and will be paid in accordance with federal and state tax laws.

ARTICLE 23: JURY DUTY

All regular full-time, regular part-time, part-time accruing, weekend package and weekend package plus Nurses are eligible to receive jury duty pay for the difference between their normal base earnings and what they receive from the court. In order to receive jury duty pay, the Nurse must immediately notify his/her director upon receipt of notification to appear for jury duty and bring in the Certificate of Attendance or affidavit of service time from the Clerk of Court.

ARTICLE 24: WAGES

24.1 Definition of Base Rate of Pay (Base Rate). Base Rate of Pay, for purposes of this Agreement, is the rate of pay a Nurse receives on an hourly basis as set forth in the Pay Range Scale and prior to the addition of any add-on pay, including but not limited to: incentive, premium, holiday, on-call, call-back, charge, or overtime pay.

24.2 Pay Ranges. Pay Ranges for Nurses are set by the attached Exhibit C, Pay Range Scale. The Pay Range Scale may be adjusted at the Hospital's discretion.

24.3 Base Rate Increases During Term of Agreement. Effective June 1, 2012 and 2013, all Nurses not on probation will receive a two (2) percent wage increase. If a Nurse's base rate is at the top of the range for his/her position, and the Nurse is not on probation, such Nurse will receive a lump sum payment of two (2) percent of his/her current base rate, calculated in the manner set forth in Exhibit D.

24.4 Market Increase. The Hospital may, at its discretion, award market increases to Base Rate, as dictated by market conditions during the contract period.

24.5 PRN Nurse Compensation. Level 1 PRNs are paid 10% over the Base Rate applicable to that Nurse. Level 2 PRNs are paid 13% over the Base Rate applicable to that Nurse. PRN Nurses are also eligible for applicable shift differential, overtime pay, and holiday premium pay. PRN Nurses are not eligible for any Nurse benefits, except they are eligible for unpaid leave, as set forth in Article 20 of this Agreement.

24.6 Overtime. The following hours will not be included in calculating overtime pay: (a) Paid Time Off (PTO), (b) Military Differential Pay, (c) Jury Duty Pay, (d) Bereavement Pay, and (e) any other pay for time not worked.

24.7 At no time will any Nurse receive overtime pay for worked hours that are considered eligible for call-back pay.

24.8 Any bargaining unit Nurse (other than resource nurses) who is assigned to float to a unit other than his/her home unit will receive a floating premium of \$1.50 per

hour worked on such assignment. Resource Nurses will receive a float premium of \$2.50 per hour.

24.9 Overtime will be paid to Nurses according to the designated overtime status (0/40, 12/40, 8/80 and 10/40) under applicable Hospital policies.

24.10 The Hospital maintains the discretion to implement or discontinue premium pay and will share the reasons for the Hospital's decision regarding such implementation or discontinuance with the Union.

24.11 Extra Weekend Pay. Weekend hours that are eligible for extra weekend pay include all eight (8), ten (10), or 12-hour shifts that begin after 7 p.m. Friday and end by 7 p.m. Sunday.

24.12 All regular full-time, regular part-time and part-time accruing Nurses are eligible to receive Extra Weekend Pay when the Nurse works additional weekend shifts of four (4) consecutive hours or more beyond his/her regularly scheduled weekend shift.

24.13 Only Nurses who work in positions and departments that ordinarily operate seven (7) days a week are eligible for Extra Weekend Pay. Nurses who work in positions and departments that ordinarily operate during the weekday hours are not eligible for Extra Weekend Pay. Weekend Package Nurses are not eligible for Extra Weekend Pay.

24.14 The Extra Weekend Pay Rate is \$7.00 per hour over the Nurse's applicable Base Rate.

24.15 Hours not eligible for Extra Weekend Pay include: (a) hours worked to finish a regularly scheduled shift; (b) hours worked to attend meetings/education sessions; (c) orientation hours; (d) hours worked due to trading shifts or voluntarily picking up hours previously scheduled for other staff (Nurses will receive extra shift pay only when requested to work by department director/manager or designee); (e) pre-scheduled holiday; and (f) extra weekday pay hours.

24.16 Extra Weekday Shift Pay: At times when premium pay is not in effect, a Nurse who works a minimum of four (4) consecutive hours over his/her regularly scheduled hours will receive Extra Weekday Shift Pay at the rate of \$2.50 per hour in accordance with Hospital Policy 316.

24.17 Shift Differentials. Nurses who work between the hours of 6:30 p.m. and 11:00 p.m. will be paid a shift differential of an additional \$3.20 per hour during those hours. Nurses who work between the hours of 11:00 p.m. and 6:30 a.m. will be paid a shift differential of an additional \$3.00 per hour during those hours.

24.18 Charge Nurse. Nurses who are assigned to perform Charge Nurse responsibilities will be paid an additional \$2.00 per hour during those hours in the role of Charge Nurse.

24.19 Reimbursement for Mileage and Parking Meter Expenses Incurred Traveling. Mileage will be paid at the reimbursement rate of 48.5 cents per mile for all Nurses who use their personal vehicle for work-related travel. If non-bargaining unit employees receive an increase in their reimbursement rate for mileage, the nurses shall receive the same increase. Parking meter cost will also be reimbursed if it is incurred during times of travel for work-related purposes. To be reimbursed, appropriate documentation showing the cost incurred must be provided to the department director.

24.20 Reimbursement for Licensure. The Hospital will reimburse VNA/Homecare/Suite Beginnings Nurses for the cost of nursing licenses that are necessary for employment at Hospital and are the second and third state of licensure. The Nurse is solely responsible for the cost of obtaining his/her Iowa or other state license which is part of the Nurse Licensure Compact.

24.21 Preceptor Differential. Nursing who are assigned to perform nursing preceptor responsibilities (including orientation and cross training) will be paid an additional \$1.00 per hour during those hours in the role of the Preceptor Nurse.

ARTICLE 25: ON-CALL

25.1 On-Call. When a Nurse is assigned to On-Call this means the Nurse is not currently working, but is available to be called in to work. This includes the circumstance in which the Nurse's On-Call shift begins immediately after the conclusion of the Nurse's scheduled shift. Nurses who are designated On-Call must be able to return to work within the time limits designated by department procedure. A Nurse On-Call must carry a cellular phone, provided by the Hospital, or provide phone number(s) where he/she can be reached at all times, as determined by the Hospital.

25.2 Nurses who are required to be On-Call will be paid \$2.25 per hour for each hour they are On-Call.

25.3 If more staff is needed than those scheduled to be On-Call during a declared Trauma Alert or CD-200, the additional staff called in by department directors/managers or their designee will be paid at 1 ½ times the Nurse's regular hourly rate, but such policy does not apply to drills.

25.4 Call-Back Pay. When a Nurse who is on call is called into work the nurse will be guaranteed a minimum of two (2) hours of Call Back Pay and On Call Pay during such Call Back Period. Nurses will only be eligible to receive Call Back Pay when they are called into work while On-Call. This shall include, but is not limited to, the following situations:

- (a) When a Nurse is called back into work, the Nurse will be paid both on-call and call-back pay during such call-back period.
- (b) When a Nurse who is scheduled to be on-call immediately after the end of his/her shift and is asked to remain at work beyond the end of

his/her scheduled shift, the Nurse will be paid both on-call and call-back pay during such period.

- (c) When a Nurse leaves his/her shift early and the department schedules the Nurse to be on-call starting at the time the Nurse leaves the shift, the Nurse will receive on-call pay starting at the time the Nurse punches out and continuing through the scheduled on-call hours.

ARTICLE 26: INSURANCE AND BENEFITS

26.1 Subject to plan provisions or policy, eligible Nurses shall be entitled to participate in the following programs: Medical Insurance; Dental Insurance; Vision Insurance; Flexible Spending, Short Term Disability and Long Term Disability, and computer loan program as modified from time-to-time by Iowa Health System. Any changes to these programs made by the Hospital will be applicable to Nurses in the same manner as all other Hospital employees. In the event such insurance is substantially changed during the term of this Agreement, notice will be given to the Union. The Union may request a meeting with the Director of Human Resources or designee to receive explanations regarding the changes.

26.2 Life Insurance. Subject to plan provisions, all full-time and weekend package plus Nurses shall be provided with \$75,000 in term life insurance at no cost to the Nurse. Subject to plan provisions, all regular part-time Nurses shall be provided with \$25,000 in term life insurance at no cost to the Nurse. Nurses shall be entitled to purchase additional supplemental life insurance coverage for themselves or their dependents.

26.3 Continued Coverage. In the event of job termination for any reason, a Nurse's insurance benefits will continue per plan provision and will then continue as provided by federal law.

26.4 Totality of Benefits. Nurses are only entitled to the benefits specified in this Agreement and those required by law.

26.5 Pursuant to Hospital policy, Nurses (as defined in Article 2) covered by this Agreement shall be entitled to the following benefits: over-the-counter medication purchased at Hospital's pharmacy, cafeteria discount, College Savings Iowa Plan, YMCA day care center, direct deposit, Employee Assistance Program, fitness center, flexible spending accounts (excluding PRN and Temporary Nurses), merchants' discounts, parking and military reserve pay.

26.6 Nurses (as defined in Article 2) covered by this Agreement shall be entitled to participate in the Employee Incentive Plan, which may be offered at the discretion of Hospital management each year. Annually, the Hospital will determine if the incentive

will be offered, what the established goals and targets will be, the requirements for the Nurses to be eligible for the incentive and the amount of the incentive.

ARTICLE 27: 401(k) RETIREMENT PLAN

Nurses shall be entitled to participate in the Iowa Health System 401(k) Retirement Plan as modified from time-to-time by Iowa Health System. Any changes to the Plan made by the Iowa Health System will be applicable to Nurses in the same manner as all other employees who are members of the Plan. In the event such Plan is substantially changed during the term of this agreement, notice will be given to the Union. The Union may request a meeting with the Director of Human Resources or designee to receive explanations regarding the changes.

ARTICLE 28: SEPARABILITY

In the event any of the terms or provisions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law, directive order, rule or regulation now existing or hereafter enacted or issued, or any decision of a court of last resort, such invalidity or unenforceability shall not affect or impair any other terms or provisions hereof.

ARTICLE 29: HEALTH AND SAFETY

29.1 The Hospital and Union agree that the safety of Nurses and patients is of top priority to both the Hospital and the Nurses. The safety of the Nurses, the protection of work areas from hazardous conditions, the training of Nurses, safety practices, and the prevention of workplace injuries are a continuing and integral part of both the Nurses' and the Hospital's everyday responsibility.

29.2 In furtherance of these stated priorities, the Hospital agrees to continue to implement safety precautions, as set forth in federal and state regulations and guidelines. Specifically, the Hospital agrees to follow and abide by all OSHA rules and regulations, including, but not limited to, the "Blood-Borne Pathogens Standard." The Hospital agrees to advise Nurses when there is exposure to infectious disease and to direct Nurses in the appropriate patient care procedures.

29.3 The Hospital agrees that it will not assign a Nurse to perform work assignments that violate documented medical restrictions of a Nurse and no Nurse working under such documented medical restrictions shall be disciplined for refusing to perform work assignments that violate these restrictions. In determining a Nurse's fitness for return to duty after a workplace injury, the Hospital shall consider the opinions of both the Hospital's designated physician and the Nurse's treating physician.

29.4 The Hospital shall pay for Nurses' physical exams and all other tests and immunizations that are required by State regulations or required by the Hospital as a pre-requisite or continuing requirement for employment as a Nurse.

29.5 It shall be the responsibility of Nurses to cooperate in programs that promote safety to themselves and to the public, including participation on committees, and to comply with the Hospital's rules to ensure safety. This Nurse responsibility shall include the proper use of all safety devices in accordance with the industry standard and a responsibility to comply with the Hospital's established work rules, safety policies, procedures, and practices.

29.6 A Nurse shall not be required to work in a situation that could reasonably be determined to be threatening to his/her life. A Nurse who reasonably believes that he/ she is exposed to radiation shall be given a radiation badge to wear, if requested, and will comply with hospital policy and procedure related to use and monitoring of the radiation badge.

29.7 The Hospital and Union agree that health and safety matters may be referred to the Labor-Management Committee. The Hospital agrees to furnish information in its possession that the Committee representatives agree is reasonably needed to conduct the business of the Committee. The Committee can review type and frequency of accidents, hazards, or other health and safety concerns. The Hospital will investigate working conditions that the Committee has identified as potentially hazardous and report back the results of the investigation to the Committee. The Committee can recommend measures to management for corrective and/or preventative means.

29.8 It is the goal of the Hospital to create a workplace environment that is free of physical and verbal abuse. The Hospital agrees to stand behind and support Nurses who are abused in the workplace and to continue the Employee Assistance Program and encourage Nurses to utilize that resource. A Nurse who is unable to continue working due to abuse in the workplace will be released from duty and, upon approval by the department director, the Nurse shall be released from duty with pay.

29.9 Security officers or security officer designees in other departments shall be available to escort Nurses to their cars at the Nurse's request, as is the current practice at Hospital.

ARTICLE 30: BULLETIN BOARDS

The Hospital will provide one (1) bulletin board for Union purposes in accordance with this Article. This bulletin board will be a locked unit, no smaller than 52" x 36", located in a central area on the first floor with one (1) key kept by the Director of Human Resources and one (1) key kept by the Union Business Representative. No items of a political nature or material detrimental to the Hospital will be posted by the Union. Items containing information in violation of this Article will be removed by the Director of Human Resources or designee.

ARTICLE 31: STAFFING DEVELOPMENT / EDUCATIONAL REIMBURSEMENT

31.1 The Hospital supports educational opportunities for Finley-specified certifications or college credit courses. The Hospital will pay approved tuition related to education/training.

31.2 Any Nurse required by the Hospital to participate in or attend training or educational programs held at times other than during a Nurse's scheduled work hours shall be paid their applicable base rate.

31.3 Eligibility for Tuition Reimbursement. Eligible full-time and regular part-time Nurses are eligible to apply for tuition reimbursement. Nurses will be eligible for tuition reimbursement after six (6) months of employment, but not while on leave of absence (as defined in Article 20, Unpaid Leave or Article 21, FMLA). Courses that meet all of the following criteria may be approved for tuition reimbursement:

- (a) The course must be related to the Nurse's current position or to a position which the Nurse could reasonably obtain within the organization.
- (b) The course must be given by an accredited university, college, or junior college and be eligible for credit towards a college degree. The course must be approved prior to enrollment by the Nurse's director and the Director of Human Resources.
- (c) The course must be taken during the Nurse's non-working hours.

31.4 Eligibility for Specialty Certifications. The course is to obtain a certification or recertification that is above and beyond the Nurse's position and pertinent to the Nurse's position as determined by the Hospital. Notwithstanding this Article, CEUs required to maintain nursing licensure will not be paid for by the Hospital. Eligible Nurses are full-time and weekend package plus Nurses who have completed one year of service. The maximum dollar amount available to each full-time Nurse or weekend package plus nurse is Two Hundred Seventy Five Dollars (\$275.00) for new certifications and Two Hundred Twenty Five Dollars (\$225.00) for re-certifications.

31.5 Reimbursement. The maximum dollar amount of tuition reimbursement benefit available to each full-time or weekend package plus Nurse is One Thousand Dollars (\$1,000) per semester or course session, to a maximum of Two Thousand Dollars (\$2,000) per calendar year. Regular part-time, and weekend package Nurses scheduled a minimum of 32 hours per pay period are eligible for Five Hundred Dollars (\$500) per semester or course session, to a maximum of One Thousand Dollars (\$1,000) per calendar year. To receive reimbursement under this Article, the Nurse must obtain approval from Human Resources prior to the beginning of the course and upon completion of the course provide proof of successful completion within 60 days of the course ending date. Successful completion is defined as: a "C" or better in an undergraduate course, a "B" or better in a graduate course, an "S" for satisfactory completion, a "Pass" for exams taken

for credit, or a Certificate awarded for completion of course work related to a certification program.

31.6 Continued Employment Requirement. All Nurses who receive reimbursement under this policy are obligated to remain employed at Finley for one (1) full year in a regular full-time, part-time, or weekend package position following the completion of an approved college course. If a Nurse terminates his/her employment, reduces to ineligible status, or changes to PRN status for any reason before the end of the one (1) year period, he/she will be required to refund the full amount of reimbursement received under this Article. If a Nurse changes status from full-time to regular part-time or full-time to weekend package, the Nurse must repay the reimbursement portion in excess of the regular part-time/weekend package allotment.

ARTICLE 32: DRUG TESTING

The Hospital may conduct drug testing of employees in conformance with Iowa law.

ARTICLE 33: EARLY RETIREMENT

33.1 Eligibility: At the time of application for early retirement, a Nurse must be at least sixty years of age and have worked for the Hospital for ten (10) years.

33.2 Application: A Nurse shall apply in writing to the Director Human Resources if he/she meets the criteria set forth in Section 33.1 above for early retirement. The Hospital, in its direction, may grant the request of the Nurse.

33.3 Benefit: If the Nurse meets the eligibility requirements set forth in Section 33.1 above and the Hospital grants her application for early retirement, the Hospital shall pay the Employer portion of the Nurse's Medical Insurance for Five (5) years based on enrollment at the time of the nurse's retirement, not to exceed the first of the month in which the Nurse reaches 65 or is entitled to other insurance, including Medicare.. The nurse will be required to meet all plan requirements for Medical insurance.

ARTICLE 34: LABOR-MANAGEMENT COMMITTEE

34.1 The parties agree to establish a Labor-Management Committee to create a forum for the exchange of views and information between the Hospital and the Union regarding administration of this Collective Bargaining Agreement and dialogue between the parties relating to other items of concern.

34.2 The parties agree to meet up to six (6) times per year during the term of the Agreement. Bargaining Unit Representatives will be paid to attend such meetings up to two (2) hours per meeting. The party requesting the meeting shall provide a thirty (30) day notice of request with an agenda outlining the subject matter to be discussed. Both parties agree to schedule the meeting within 30 days following receipt of the notice. Agendas will be set at the end of each meeting for the following meeting. Either party may add items to

the agenda by notifying the other party within ten (10) calendar days of receipt of the initial agenda.

34.3 The Committee may discuss the subjects of this Agreement, its administration, health and safety and other items of interest. The Committee shall not create any obligation on the parties, other than to afford each the opportunity to be heard on items of concern. The Committee may make recommendations to the Hospital administration, but shall have no power to amend, modify or supplement the terms of the Agreement or to adopt, alter or amend the policies or practices of the Hospital.

34.4 Each party shall designate its own Committee members, not to exceed four (4) members. The Hospital will accommodate the release of Union members to attend scheduled meetings.

ARTICLE 35: WHISTLE-BLOWER

In accordance with Hospital and Iowa Health System compliance policies, a Nurse who in good faith raises a complaint regarding potential violations of law, regulation, or policy shall not be retaliated against for such report.

ARTICLE 36: PROFESSIONAL DEVELOPMENT PROGRAM (PDP)

The Hospital and the Union agree that staff development and professional recognition are critical in the recruitment and retention of quality nursing staff. Upon ratification of this Agreement, the PDP will be reinstated according to the guidelines previously approved by the Collaborative Nursing Council. There will be no limits as to the number of nurses admitted to the PDP. Nurses will be compensated at an additional three (3) percent or more for each level of the PDP attained. PDP may change the guidelines for the program from time-to-time. Any changes to the guidelines shall be approved by the Chief Nursing Officer.

ARTICLE 37: MISCELLANEOUS

37.1 The Hospital and Union shall share equally in the cost of printing this Agreement.

37.2 The Hospital agrees to provide newly hired Nurses with a copy of this Agreement and a sheet which states Union contact information and a list of Union Stewards and/or Representatives as provided to the Hospital. The information on the contact sheet will be approved by the Hospital prior to being used in orientation.

37.3 A Nurse who transfers employment from another Iowa Health System Affiliate to Hospital will be subject to the applicable Hospital policy.

ARTICLE 38: ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals

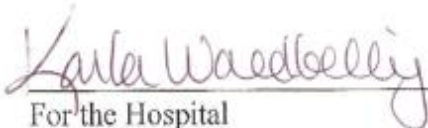
with respect to any subject or matter not removed by law from the area for collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement sets forth all rights and entitlements of the Nurses with the Hospital other than those conveyed by State or Federal law.

ARTICLE 39: DURATION

This Agreement shall be effective upon ratification by the Union. This Agreement shall expire two years after its effective date of November 8, 2011 which is midnight on November 7, 2013.

The Finley Hospital

SEIU Local 199



For the Hospital



For the Union

11/7/2011

Date

11/7/2011

Date

Exhibit A

Procedural Matters; Duties and Powers of Judge in Determining Dispute Under Step Five of the Grievance Procedure

The following rules will govern the procedure by which hearings will be conducted by a judge to resolve grievances under the dispute resolution process in the Fifth Step of the Grievance Procedure of the Collective Bargaining Agreement.

It is understood that the hearing before the judge will be conducted in an informal manner with the “moving” party presenting its case first, and then followed by the party defending itself.

The moving party may present an opening statement outlining the case to the judge. The aggrieved party may respond by laying out their defense in an opening statement prior to the moving party calling its first witness.

Witnesses must be sworn in and must be presumed to be truthful in their testimony. The witness may be cross-examined by the opposing representative/counsel followed by redirect and further cross until both parties have exhausted their inquiries.

The parties may consult with one another prior to the hearing to determine what, if any, evidence can be jointly stipulated to.

Rules of Evidence

The judge will consider evidence provided by testimony in the first person. The judge may hear evidence provided as “hearsay” but will assign it the level of credibility he/she determines to be appropriate for the specific situation.

Exhibits may be entered into the record and the opposing party may challenge the relevance of such exhibit(s).

The judge should issue his/her ruling in writing as soon as possible after the completion of the hearing and the filing of briefs, preferably no more than 60 days.

The parties may mutually agree to provide the judge with post hearing briefs. Alternatively, the parties may agree to summarize their positions with closing statements at the close of the hearing.

The parties may have their own Court Reporter. If the other party wishes to acquire a transcript of the proceedings, the parties will share in the cost of the Court Reporter in equal measure. The parties may also tape record the proceedings if permitted by the judge and make a copy of the recordings available to the other party upon request.

The rules may be modified as directed by the judge, subject to approval of the parties.

Exhibit B—Application of Article 9.13

Article 9.13 of the contract will be applied in accordance with the following terms and table:

Column A: Base Rate is defined as rate of hourly pay a nurse receives as set forth in the pay range scale.

Column B: Compensation that is considered an add-on to a nurse’s base rate for performing his or her regular duties. Column B items 1 through 4 will be paid in addition to the Base Rate, in accordance with the terms of the contract.

Column C: Other additional compensation rates. Only one of the additional compensation rates in Column C will be allowed in conjunction with the compensation rates referenced in columns A and B. Once a Nurse reaches FLSA overtime status in any given week, and is therefore being compensated at 1 1/2 times his or her applicable base rate, he or she is not eligible for any of the additional compensation in column C, unless the contract specifically allows such pyramiding of pay.

Column A	Column B	Column C
<i>Base Rate</i>	<i>Add-On Pay to Base Rate</i>	<i>Premium Pay, Differentials, Other Additional Compensation</i>
	1) Charge Pay	1) Overtime Pay paid pursuant to the FLSA
	2) Shift Pay	2) Holiday Pay
	3) PRN Pay (levels 1 and 2)	3) Call-back/On-call Pay
	4) Weekend Package Pay	4) Premium Pay
	5) Float Pay	5) Extra Weekend Pay
	6) Preceptor Pay	6) Extra Weekday Pay

Exhibit C

The Finley Hospital Pay Range Scale Effective 1/2/2011

Position	Minimum	Maximum
Clinic RN	\$15.66	\$24.80
Community Health RN1	\$16.47	\$26.09
Community Health RN2	\$17.11	\$27.10
Community Health RN 1 (PDP CN1)	\$17.46	\$27.66
Community Health RN 2 (PDP)	\$17.62	\$27.91
Unit Coordinator	\$17.11	\$27.10
Occ Health RN	\$18.74	\$29.54
Employee Health Cdtr/RN	\$18.74	\$29.54
RN SN1/SN2	\$19.32	\$28.81
RN SN3	\$19.32	\$29.54
Cdtr Staffing/Patient Placement	\$19.53	\$30.92
QM Professional	\$19.53	\$30.92
Diabetes Cdtr	\$19.68	\$31.18
MDS Cdtr	\$19.72	\$31.23
RN-Wound/Ostomy/Continance	\$19.88	\$31.49
RN CN1	\$19.91	\$30.32
Cardiac Rehab Cdtr	\$20.41	\$32.32
Educator	\$20.41	\$32.32
EMS Cdtr	\$20.41	\$32.32
IT Liaison	\$20.41	\$32.32
QM Cdtr	\$20.41	\$32.32
RN CN2	\$20.51	\$31.18
RN CN3	\$21.13	\$32.01
Document Assurance Professional	\$21.31	\$33.78
Safety Officer	\$21.31	\$33.78
Clinic Nurse Specialist	\$23.46	\$37.17
Wound Care Cdtr	\$20.73	\$32.76
Coordinator (OR, Pain Clinic, Quality Management, Suite Beginnings)	\$20.41	\$32.32
Clinic Nurse Specialist	\$23.46	\$37.17

Exhibit D

Manner of Calculating Lump Sum Payment

1. Effective June 1, 2009 all Nurses will receive a two (2) percent salary increase to their Base Rate. If a Nurse receives an increase of less than two (2) percent that takes the Nurse to the top of the range for his/her position, he or she will receive the percentage increase that takes him or her to the top of the range, and then will be paid a lump sum payment for the portion of the two (2) percent increase that is over the top of the range. For example, if a Nurse is one (1) percent away from the top of the range and receives a two (2) percent increase, he or she would receive the one (1) percent increase to Base Rate, and one (1) percent in a lump sum payment. The lump sum payment is equal to the applicable percentage of the Nurse's hourly base rate times the hours assigned per pay period times 26. The hours assigned are those hours identified in payroll records as the average of the normally scheduled hours per pay period over the last year. This total is not increased or reduced by any other pay received in the previous 26 pay periods.

EXHIBIT E

PRN POOL

- PRN Nurse means that I will work on an “as needed” basis. The PRN Nurse will not be guaranteed the minimum number of hours required per month.
- PRN Nurse agrees to work a flexible schedule working anywhere between 0-80 hours during a two-week pay period.
- Finley has two levels of PRN positions:

Level I

Minimum of one (1) shift per month as scheduled (8 or 12 hours);
Minimum of two (2) weekends (4 shifts of 8 or 12 hours as scheduled) per year;
Minimum of one (1) holiday (8 or 12 hours as scheduled) per year.

Level II

Minimum of two (2) shifts per month as scheduled (8 or 12 hours);
Minimum of four (4) weekends (8 or 12 hour shifts) per year;
Minimum of two (2) holidays (one summer and one winter (8 or 12 hours as scheduled)) per year.

- PRN Nurse shall complete the minimum working requirements of the level selected to remain in that position. If the PRN Nurse fails to meet these requirements, he/she may be assigned to a different position or terminated.
- PRN Nurse will receive a PRN premium. This is a percent that will be added to the Nurse’s pay for regular hours worked. PRN Nurse is eligible for overtime according to wage and hour regulations over 40 hours per week.
- Full-time , regular part-time Nurses, part-time accruing, weekend package and weekend package plus Nurses are not eligible for premium pay.
- PRN Nurse is eligible for any benefits mandated by federal and state laws.
- PRN Nurse will be terminated if he/she fails to work at least one (1) shift in a four (4) month period.