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SEIU ContractA COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
BOARD OF REGENTS, STATE OF IOWA  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 199

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

July 1, 2003 through June 30, 2005

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ARTICLE I  
PARTIES AND PURPOSE  
Section 1. Parties.  
This agreement is made and entered into pursuant to the provisions of Chapter 20  
of the Code of Iowa, by and between the Board of Regents, State of Iowa  
(hereinafter referred to as the Employer) and Service Employees International  
Union, Local 199 (hereinafter referred to as the Union).  
Section 2. Purpose.  
The purpose of this Agreement shall be to establish the terms and conditions of  
employment for bargaining unit employees.  
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ARTICLE II  
UNION RECOGNITION  
Section 1. Recognition.  
The Employer recognizes Service Employees International Union, Local 199 as the  
exclusive collective bargaining agent for professional tertiary health care  
employees of the University of Iowa Hospitals and Clinics as certified by the  
Iowa Public Employment Relations Board in case number 5834. The Employer will  
not, during the life of this Agreement, meet and negotiate with any group of  
employees or with any other employee organization with respect to terms and  
conditions of employment covered by this Agreement. The Union shall have those  
rights and duties as provided by Iowa Code Chapter 20 and as described in this  
Agreement.  
Section 2. Bargaining Unit.  
The bargaining unit, as certified by the Iowa Public Employment Relations Board  
in case number 5834, is as follows:  
INCLUDED: All professional employees engaged in tertiary health care at the  
University of Iowa Hospitals and Clinics as specifically described by  
classification as provided in Appendix A of this Agreement.  
EXCLUDED: All managerial, supervisory and confidential employees, all employees  
included in other bargaining units, part-time employees who are regularly  
scheduled for less than 780 hours per fiscal year and who are scheduled for less

than an average of 15 hours per week, hourly (on-call) employees and all other persons excluded by Section 4 of the Act.

### Section 3. New Classifications.

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

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## ARTICLE III

### PUBLIC EMPLOYER RIGHTS

#### Section 1. Management Rights.

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

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

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

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

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## ARTICLE IV

### EMPLOYEE AND UNION RIGHTS

#### Section 1. Dues Deduction.

##### Subd. 1.

Upon receipt of a voluntary written individual order from any of the employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. The Employer also agrees to withhold in the same manner any voluntary additional contributions to the Committee On Political Education (COPE) of the Union.

##### Subd. 2.

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

##### Subd. 3.

Such orders will be terminable according to the provisions of Section 70A.19, Code of Iowa, or may be terminable with written notice to the Employer and the Union either between June 15 and June 30 of the second or last year of each contract or within a two-week period following the anniversary date of the employee's authorization to withhold dues. The Employer agrees not to hold

requests to terminate authorization for payroll dues deduction. Such deductions will cease within sixty (60) calendar days from receipt of the employee's notice to terminate dues deduction.

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

Subd. 7.

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

Section 2. Long-Term Union Leaves.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Section 3. Other Short-Term Union Leaves.

Subd. 1.

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

Subd. 2.

Requests for leave under this section shall be in writing and shall be made as far in advance as possible, usually at least forty-five (45) calendar days prior to the absence.

Subd. 3.

The granting of leave under this section shall be dependent upon staffing needs of the Employer. The maximum number of absences under this section shall not exceed a total of ten (10) employees at one time, nor more than one employee in any clinical unit at one time. The parties anticipate that no more than a total of fifty (50) duty days absence will be requested or approved for all members of the bargaining unit in any fiscal year.

Subd. 4.

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

Section 4. Negotiations Activity Leaves.

Subd. 1.

Up to ten (10) employees shall be granted time off without pay for the purpose of negotiating a successor collective bargaining agreement to this Agreement.

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Section 5. Work Site Leaders (Stewards).

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

Section 6. Processing Grievances.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

The attendance at grievance meetings under this Section shall not result in Extra Time pay to any employee.

Subd. 4.

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

Section 7. Bulletin Boards.

Subd. 1.

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

Subd. 2.

No political campaign literature or material detrimental to the Employer or the Union or any other inappropriate material will be posted. The Union is responsible for the content of postings on designated Union bulletin boards.  
Section 8. Bargaining Unit Data.

Subd. 1.

On a monthly basis, the Employer will provide the Union with a listing of employees to include the employee's name, home address, home phone, work address, work phone, job classification, department, percent of time, and the salary rate.

Subd. 2.

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

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ARTICLE V

GRIEVANCE PROCEDURE

Section 1. Grievance Definition.

A "grievance" shall mean an allegation by an employee that the employee has been injured as a result of a dispute or disagreement between the employee and the Employer as to the interpretation or application of specific terms and conditions contained in this agreement.

Section 2. Who May File a Grievance.

An employee or a group of employees may file a grievance. The Union may also file a grievance if a complaint involving more than eight (8) employees arises out of the same transaction or occurrence and the facts and claim are common to all members of the group. In order to pursue a group grievance, the Union must provide the names of the affected individuals no later than the third level of the grievance procedure. The Union group grievance may proceed only as to the employees identified in the appeal to arbitration. The Union may file a grievance if the allegation involves a specific right of the Union as provided in this Agreement.

Section 3. Representation.

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

Section 4. Definitions and Interpretations.

Subd. 1. Extension.

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

Subd. 2. Days.

Reference to days shall mean calendar days.

Subd. 3. Computation of Time.

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

Subd. 4. Filing and Postmark.

The filing or service of any notice or document herein shall be timely if it is

faxed, personally served, or if it bears a postmark of the United States Postal Service within the time period.

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

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

#### Section 6. Adjustment of Grievance.

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

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

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

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

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

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

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

#### Section 7. Denial of Grievance.

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

#### Section 8. Arbitration Procedure.

##### Subd. 1. Request.

The grievant and the Union may submit a grievance to arbitration provided written notice of intent to arbitrate, signed by the Union and the grievant, is delivered to the office of the Associate Vice President for Finance and University Services within fifteen (15) days following receipt of the decision in Level 3 of the grievance procedure.

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

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

selection.

Subd. 3. Hearing.

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

Subd. 4. Expenses.

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

Subd. 5. Final and Binding Decision.

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

Section 9. Exclusive Procedure.

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

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ARTICLE VI

HOURS OF WORK

Section 1. Scheduling.

The parties recognize that the Hospital has unique scheduling requirements because it operates 24 hours per day, 7 days per week on a year-round basis. Accordingly, many Hospital employees must routinely perform work on weekends, holidays and various shifts to serve the patients and the public and to meet the operational needs of the Employer.

Section 2. Percentage of Appointment.

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

Section 3. Work Schedules.

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

Subd. 1.

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

than one time in each scheduling cycle.

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Subd. 6.

The Employer agrees that in developing schedules, employees will not be required to work more than five consecutive days of eight-hour shifts, four consecutive days of ten-hour shifts, or three consecutive days of twelve-hour shifts, except with the agreement of the employee.

Subd. 7.

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

Subd. 8.

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

Subd. 9.

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

Subd. 10.

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

Subd. 11.

Operating Room employees shall receive reasonable and adequate paid wash-up/changing time immediately prior to and at the end of the shift.

Subd. 12.

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

Section 4. Standby/On-call.

It is recognized that the nature of some jobs within the bargaining unit require the availability of staff beyond their regular shift. Staff will be notified if their job requires standby/on-call work. All staff within the specified positions will be assigned standby/on-call on a rotating basis by the Employer. Alternate rotational systems may be developed by mutual agreement of the affected employees and the Employer. The staff members on standby/on-call status shall be immediately accessible by telephone or beeper and must be able to report back to work within departmental service guidelines. Compensation for standby/on-call shall be subject to Article IX, Supplemental Pay.

#### Section 5. Extension of Shift.

In some units staff will be designated in advance to be available to work an extension of their shift to complete unfinished procedures or work activities. All staff within the specified positions will be assigned extension of shift on a rotating basis by the Employer. Alternate rotational systems may be developed by mutual agreement of the affected employees and the Employer. Staff, whether full or part-time, will receive time and one-half for all hours worked under extension of shift or compensatory time at the employee's request equal to the time worked, to be used at the request of the employee, subject to the approval of the supervisor.

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

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

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### ARTICLE VII

#### WAGES

##### Section 1. Pay Plans.

Minimum and maximum pay ranges by classification for the 2003-2004 contract year are as provided in Appendix B and for the 2004-2005 contract year are as provided in Appendix C.

##### Section 2. Pay Grades.

Pay grades for classifications in the bargaining unit shall be as provided by classification in Appendix A.

##### Section 3. New Employees.

New employees will be hired within the salary ranges by pay grade as provided in Appendix B for the 2003-2004 contract year and Appendix C for the 2004-2005 contract year. Employer may hire new employees above the minimum for the applicable salary grade.

##### Section 4. 2003-2004 Salaries (Returning Employees).

Effective with the 2003-2004 appointment year (July 1, 2003), each returning full-time member of the bargaining unit who was employed on April 30, 2003 as a full-time member of the bargaining unit shall receive, in addition to existing base salary, a two percent (2%) increase to be added to the employee's base salary for the appointment year 2003-2004.

##### Section 5. 2004-2005 Salaries (Returning Employees).

Effective with the 2004-2005 appointment year (July 1, 2004), each returning full-time member of the bargaining unit who was employed on April 30, 2004 as a full-time member of the bargaining unit shall receive, in addition to existing base salary, a two percent (2%) increase to be added to the employee's base salary for the appointment year 2004-2005.

##### Section 6. Recruitment and Retention Adjustments.

Each returning member of the bargaining unit who receives the salary increases provided in Sections 4 and 5 above, shall receive an additional Recruitment and Retention adjustment of two percent (2%) in the employee's base salary on July 1 of each year of this Agreement.

##### Section 7. Inpatient Nurse Salary Increase.

###### Subd. 1.

Effective July 1, 2003, Staff Nurses (I and II) in the Department of Nursing

assigned to units that require twenty-four (24) hour staffing on site, seven days a week, as well as the Staff Nurses in the Main Operating Room and PACU, will receive a salary increase of \$1,000 in their salary base.

Subd. 2.

Effective July 1, 2004, Staff Nurses (I and II) in the Department of Nursing assigned to units that require twenty-four (24) hour staffing on site, seven days a week, as well as the Staff Nurses in the Main Operating Room and PACU, will receive a salary increase of \$1,000 in their salary base.

Subd. 3.

Nurses that transfer into the Department of Nursing units receiving this increase, will receive the increase(s) in their base salary upon transfer. Nurses that transfer out of the Department of Nursing units receiving the increase(s), will have the amount(s) removed from their base salary upon transfer.

Section 8. Part-time Employees.

Part-time employees, who are members of the bargaining unit, shall receive proportionate increases for each contract year as provided in Sections 4, 5, 6, and 7 for full-time employees.

Section 9. Range Limitation.

The implementation of salary increases as provided in Sections 4, 5, 6, 7, and 8 hereof shall not exceed the top of the salary ranges for each year as provided in Appendices B and C. With notice to the Union, the Employer may extend the established range for a specific classification as necessary to address critical needs. If an employee's salary would exceed the top of the range, the employee's base salary shall be set at the top of the range, and any increase exceeding the top of the salary range shall be paid to the employee as a one-time lump sum and not added to the employee's base salary. Any such lump-sum payment shall be due and payable to the employee on December 1st of each contract year covered by this agreement.

Section 9. Market Adjustments

Specific market adjustments shall be made during the term of this agreement as provided in Appendix D of this agreement.

Section 11. Employer Discretion.

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

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ARTICLE VIII

EXTRA TIME

Section 1. Definition.

Extra time is defined as time worked at the direction of the Employer, in excess of the employee's regular assigned shift. Employees who work beyond the scheduled hours at their own discretion to meet personal position objectives or to advance their own career objectives shall not qualify for extra time under this Article. Employees may not work extra time without the approval of the Employer.

Section 2. Assignment.

Subd. 1.

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

Subd. 2.

Extra time hours which are not met through the scheduling process but which can be anticipated at least twenty-four (24) hours in advance will first be offered to all employees on the voluntary extra time list maintained in each clinical unit and if not met through that process, will be assigned based upon a rotating list of all clinical unit employees in reverse order of bargaining unit

seniority. Staff who have accepted any extra time assignment will move to the bottom of the mandatory extra time list.

Subd. 3.

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

Subd. 4.

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

Section 3. Notice.

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

Section 4. Compensation.

Subd. 1.

For full-time staff, payment for extra time will be at 1.5 times the defined hourly rate for the employee or compensatory time equal to the time worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation.

Subd. 2.

For part-time staff, payment for the additional assignment will be at the employee's regular hourly rate of pay, unless the part-time employee has worked more than forty two hundred forty (240) hours in a six (6) week cycle, or may accrue compensatory time equal to the time worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation. Hours in excess of two hundred forty (240) hours in a six (6) week cycle shall be compensated in the manner described in Subd. 1 above.

Subd. 3.

Accrued compensatory time shall be used at the request of the employee, subject to the approval of the supervisor. Compensatory time accrued but not used within 120 days will be paid in the next monthly payroll. Compensatory time earned at the regular rate of pay will be paid at the premium rate, as outlined in Subds. 1 and 2 above. Upon separating from employment, employees shall be paid for any unused earned compensatory time.

Subd. 4.

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

Sub. 5.

Extra shifts will also be compensated according to Appendix E regarding premium differential for extra shifts.

Section 5. Exclusions.

Subd. 1.

Time spent in standby/on-call status and callback time is not counted in applying the provisions of this Article.

Subd. 2.

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

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ARTICLE IX

SUPPLEMENTAL PAY

Section 1. Standby/On-call Pay.

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

Section 2. Callback Pay.

Subd. 1.

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

Subd. 2.

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

Section 3. Telephone Consultation.

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

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ARTICLE X

SHIFT AND WEEKEND DIFFERENTIALS

Section 1. Hours Differential.

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

Subd. 1.

Hours worked between 1500 and 2330 will be compensated at an additional \$2.00 per hour if four or more hours of the shift occur between these hours.

Effective July 1, 2004, such hours will be compensated at an additional \$2.25 per hour.

Subd. 2.

Hours worked between 2300 and 0730 will be compensated at an additional \$2.50 per hour if four or more hours of the shift occur between these hours. Effective July 1, 2004, such hours will be compensated at an additional \$2.75 per hour.

Subd. 3.

Hours worked between 2300 on Friday until 2300 on Sunday will be compensated at an additional \$1.50 per hour. Shifts must extend at least one hour beyond 2300 on Friday to be eligible for weekend differential.

Subd. 4.

Staff that work at least four hours between 1500 and 0730 will receive the appropriate differential of \$2.00 per hour from 1500-2300 and \$2.50 per hour from 2300-0730. Effective July 1, 2004, these rates will increase to \$2.25 and \$2.75 per hour, consistent with Subds. 1 and 2 above.

Section 2. Limitations.

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

Section 3. Pharmacy Department.

Provisions of Subd. 1 and 2 above shall not apply to those employees in the

Pharmacy Department who work ten (10) hour (or longer) night shifts. Those employees shall receive a differential of ten percent (10%) of their hourly salary for all hours worked.

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ARTICLE XI

FLEXIBLE BENEFITS

Section 1. Eligibility.

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

Section 2. Effective Date of Insurance Coverage.

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

Section 3. Flex Plan Administration.

Bargaining unit employees will participate in the University's Flexible Benefits Program under the same administrative rules and conditions as other University faculty and staff. The University maintains its right to make changes in the administration of this plan and the benefits provided to faculty and staff by the plan, using its procedures for policy development and revision, and will notify the Union in writing thirty (30) days prior to the effective date of such changes affecting bargaining unit employees.

Section 4. Flex Plan Rates Changes.

Bargaining unit employees will be charged under the same benefit rate structures under this Flex Plan as other University faculty and staff, which may be changed on an annual basis to reflect changes in the cost of such programs. Furthermore, bargaining unit employees will receive contributions from the Employer consistent with other faculty and staff, and consistent with contribution elements outlined in this Article. As these contribution rates change for other University faculty and staff, they shall be provided to bargaining unit employees as well. The University retains its right to change both rate structures and contribution rates as the condition for participation in this plan, and will notify the Union in writing thirty (30) days prior to the effective date of such changes.

Section 5. Contribution Rates.

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

Subd. 1.

The Employer will contribute up to \$248.00 per month toward the purchase of single health insurance. Alternate contributions will be made based upon family status as follows:

Family Status Alternate Contribution/Month

Family Up to \$438

Employee/Spouse Up to \$378

Employee/Children Up to \$350

Subd. 2.

The Employer will contribute up to \$26 per month toward the purchase of dental insurance during the first three years of continuous employment. The Employer will contribute up to \$52 per month toward the purchase of dental insurance after completing three years of continuous employment.

Subd. 3.

The Employer will contribute an amount sufficient to purchase life insurance equal to two and one half times the employee's annual budgeted salary, rounded to the next highest thousand.

Subd. 4.

The Employer will contribute an amount sufficient to purchase long term disability insurance, based upon the employee's annual budgeted salary and length of service, consistent with the following schedule:

Years of Service	Percent Disability Benefit
0-1 years	0%
1-2 years	30%
2-3 years	40%
3-4 years	50%
4-5 years	60%
5+ years	70%

Subd. 5.

Employee contributions will be based upon salary rates, age and length of service on December 31 of each calendar year.

Subd. 6.

When a husband and wife are both employed by the University and eligible for Flexible Benefits, at the option of the couple, one insurance plan for health and dental may be elected. Under this option, the Employer contribution for health and dental insurance will be as follows for the employee electing insurance coverage:

Health: Double Spouse/Family Status Alternate Contribution/Month
Family Up to \$876
Employee/Spouse \$756
Dental: Double Spouse Alternate Contribution/Month
1-3 Years of Service Up to \$52
3 or More Years of Service Up to \$104

The double spouse employee not electing insurance receives no health or dental insurance credits under the double spouse option.

Section 6. Plan Options.

Bargaining unit employees may select from the benefit options currently available to other University faculty and staff through the University's Flexible Benefits Program. The University maintains the right to make changes in the benefit plans available to faculty and staff and will give thirty (30) days notice to the Union prior to the effective date of any such changes affecting bargaining unit employees. Employees may use their staff card to charge incurred costs of prescription drugs purchased at University Hospitals, consistent with University charging policies.

Section 7. Dependent Coverage.

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

Section 8. Payroll Deduction.

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

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ARTICLE XII

VACATION LEAVE

Section 1. Accrual.

Subd. 1.

Employees shall begin accruing vacation leave on their first day in pay status. Vacation leave shall be accrued on a monthly basis. Full-time bargaining unit employees hired before July 1, 1999, shall accrue one hundred and ninety-two (192) hours per year, sixteen (16) hours per month, including the two personal holidays provided in the Holiday Article. University of Iowa staff transferring

into the bargaining unit (since July 1, 1999) shall accrue no less than their previous vacation accrual rate, not to exceed one hundred and ninety-two (192) hours per year, sixteen (16) hours per month, effective July 1, 2001. Full-time employees hired on or after July 1, 1999, shall accrue vacation leave at rates based upon their seniority on the following schedule:

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

Subd. 2.

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

Subd. 3.

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

Section 2. Scheduling.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

### Section 3 Work Schedules.

#### Subd. 4.

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

#### Section 3. Purpose.

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

#### Section 4. Spontaneous Vacation.

In circumstances involving low census or low workload the Employer may offer employees the option of taking a "spontaneous" (unplanned) vacation day. Spontaneous vacation days shall be offered on a rotating basis to the employees when staffing levels permit. Spontaneous vacation days may, at the discretion of the Employer, be offered on a conditional basis, i.e., the employee may be required to be available for recall to complete the shift, if needed. Employees who accept the offer of conditional spontaneous vacation leave shall receive stand by/on-call pay pursuant to the Supplemental Pay Article in addition to vacation pay.

#### Section 5. Catastrophic Leave Contribution.

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

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#### ARTICLE XIII

#### HOLIDAYS

#### Section 1. Holidays.

##### Subd. 1.

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

##### Scheduled Holidays:

New Year's Day

January 1

Dr. Martin Luther King, Jr.'s Birthday 3rd Monday in January

Memorial Day Last Monday in May

Independence Day July 4

Labor Day 1st Monday in September

Thanksgiving Day 4th Thursday in November

Friday after Thanksgiving

Christmas Day December 25

Another day near Christmas set by Employer Monday, December 26, 2003

Thursday, December 23, 2004

##### Subd. 2.

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

Subd. 3.

For employees on a Monday through Friday work week, Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday. For all other employees, the holiday shall be deemed to fall on the day on which the holiday occurs.

Subd. 4.

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

Section 2. Compensation for Holidays.

Subd.1.

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

Subd. 2.

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

Subd.3.

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

Subd. 4.

Employees who receive compensation under this section for hours less than their regular hours of assignment shall be provided the option of utilizing accumulated paid leave in an amount equal to the hours needed to compensate for regular scheduled hours. An employee may also request to work the additional hours within the six week schedule where the holiday occurs, subject to the approval of the Employer.

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ARTICLE XIV

SICK LEAVE

Section 1. Accrual.

Subd. 1.

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

Subd. 2.

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

year.

## Section 2. Utilization of Sick Leave.

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

### Subd. 1.

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

### Subd. 2.

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

### Subd. 3.

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

### Subd. 4.

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

### Subd. 5.

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

### Subd. 6.

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

### Subd. 7.

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

### Subd. 8.

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

## Section 3. Conversion.

### Subd. 1.

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

### Subd. 2.

Full-time employees who elect to convert sick leave to vacation as described in this Section, may accrue up to ninety-six (96) hours of vacation leave above and beyond the usual maximum accrual, as defined in Article XII, Vacation Leave,

Section 1, Subd.3. This amount is prorated for part-time employees who elect to convert sick leave to vacation.

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ARTICLE XV

LEAVES OF ABSENCE

Section 1. Eligibility.

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

Section 2. Request Procedure.

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

Section 3. Court and Jury Leave.

Subd. 1.

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

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

Subd. 2.

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

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

Section 4. Military Leave.

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

Section 5. Voting Leave.

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

Section 6. Family Medical Leave Act.

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

Section 7. Educational Leave.

Employees may request an unpaid Leave of Absence of up to one (1) year to pursue an educational program. Such leave will be granted at the discretion of the

Employer. To be eligible for unpaid educational leave, an Employee must have completed eighteen (18) months of service.

#### Section 8. Medical Leave.

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

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

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

#### Section 10. Return from Leave.

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

#### Section 11. Fringe Benefits.

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

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### ARTICLE XVI

#### APPOINTMENTS AND SENIORITY

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

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

##### Section 2. Seniority.

###### Subd. 1.

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

###### Subd. 2.

Lists. The Employer will post the seniority list annually in July of each year on the bulletin boards customarily used to provide notices to employees. A copy of the seniority list shall be furnished to the Union. Employees shall have thirty (30) days after the date the seniority list is posted in which to appeal their seniority date after which time the seniority date shall be presumed correct. Employees who are absent from the Employer due to extended illness, leave of absence or other legitimate reason, shall have thirty (30) days from the time that they return to work in which to appeal their seniority date.

Subd. 3.

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

Subd. 4.

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

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ARTICLE XVII

LAYOFF PROCEDURES

Section 1. Application of Layoff.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

The Employer retains the right to reassign bargaining unit staff to avoid a layoff or as otherwise provided in Article XVIII, Transfer Procedures.

Section 2. General Layoff Procedures

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Section 3. Displacement Right.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Section 4. Eligibility for Recall.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Subd. 4.

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

Subd. 5.

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

Subd. 6.

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

Subd. 7.

Whenever a vacancy of a budgeted position occurs within a classification where

there are employees on the recall lists, employees within the clinical unit shall have such rights as provided under the Transfer Article prior to the exercise of rights of employees on recall.

Subd. 8.

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

Subd. 9.

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

Section 5. Insurance for Laid Off Employees.

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

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ARTICLE XVIII

TRANSFER PROCEDURES

Section 1. Eligibility.

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

Section 2. Definitions.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

Section 3. Procedures.

Subd. 1.

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

Subd. 2.

Positions may be externally advertised concurrently provided that such advertising shall not impact the rights of employees under this Article.

Subd. 3.

Eligible employees shall be required to file a written request for transfer during the posting period in order to be considered for the vacancy. Employees who make application for transfer may withdraw such application up to the point that a specific offer is made for the position.

Subd. 4.

Following the close of the posting period, the Employer shall offer the position

to the most senior applicant from within the clinical unit.

Subd. 5.

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

Subd. 6.

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

Subd. 7.

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

Subd. 8.

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

Subd. 9.

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

Section 4. Transfers Outside the Classification.

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

Section 5. Temporary Reassignments.

Subd. 1.

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

Subd. 2.

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

Subd. 3.

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

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ARTICLE XIX

HEALTH AND SAFETY

Section 1. Compliance with Law.

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

## Section 2. New Technologies/Procedures.

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

## Section 3. Physical Examinations.

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

## Section 4. Infectious Disease Control.

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

## Section 5. Staff Safety and Health Council

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

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### ARTICLE XX

#### LABOR-MANAGEMENT

##### Section 1. Purpose.

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

##### Section 2. Meetings.

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

##### Section 3. Committee.

Each party shall designate its own committee members, not to exceed seven members. Such members shall be provided release time to attend scheduled meetings.

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

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

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### ARTICLE XXI

#### EVALUATION PROCEDURES

##### Section 1. Frequency.

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

##### Section 2. Process.

Employee shall be evaluated based upon criteria related to their job

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

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

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

#### Section 4. Grieveability.

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

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### ARTICLE XXII

#### INSERVICE TRAINING

##### Section 1. Orientation.

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

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

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

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

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

##### Section 4. Safety Training.

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

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### ARTICLE XXIII

#### MISCELLANEOUS

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

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

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

###### Subd. 1.

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

###### Subd. 2.

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

Subd. 3.

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

Section 3. Discipline and Discharge.

Subd. 1.

The Employer shall not discipline, suspend or discharge a regular employee with more than one (1) year of service without just cause, recognizing and considering progressive discipline where applicable. Any written disciplinary action imposed upon a regular employee may be challenged through the grievance procedure through Level III. A grievance challenging a suspension or discharge may be filed directly to Level III. Only suspensions without pay and discharge grievances may be appealed through arbitration.

Subd. 2.

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

Section 4. Damage to Personal Items.

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

Section 5. Tuition Reimbursement Programs.

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

Section 6. Professional License of Certification Fees.

Dental Hygienists shall be reimbursed for the actual cost of maintaining their professional licensure, consistent with the University's current practice.

Section 7. Continuing Education.

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

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ARTICLE XXIV

DURATION

Section 1. Term.

This agreement shall remain in full force and effect for a period of two years from July 1, 2003 through June 30, 2005.

Section 2. Successor Agreement.

Negotiations for a successor Agreement shall commence on or about November 1, 2004 and proceed in accordance with Iowa law. If the parties fail to conclude a voluntary successor agreement, the impasse procedures of Iowa Code, Chapter 20, Public Employment Relations Act shall be utilized.

Section 3. Effect.

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

Section 4. Severability.

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

Section 5. Signature.

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

BOARD OF REGENTS, State of Iowa      SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL 199

Gregory S. Nichols  
Executive Director  
Board of Regents, State of Iowa      Cathy Singer, President

Date      Norman Kalvig

Debi Benfer

Marjorie Caruth

Judy Lass

Pauline Taylor

Angela Wernke

Mary Schlichte

Becky Pottorff Leaven

Anne Gentil-Archer, Union Rep/Organizer

Kim Miller, Chief Spokesperson

Date

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APPENDIX A

Classifications Included within the Tertiary Health Care Bargaining Unit:

Title Class Code	Pay Grade
Activities Therapist	PD4005
Advanced Registered Nurse Practitioner (Patient Care)	PT3511
Advanced Practice Nurse (Patient Care)	PD1310
Audiologist	PD6907
Audiologist II	PD6809
Blood Donor Center Nurse I	PD7705
Blood Donor Center Nurse II	PD7806
Cardiovascular Perfusionist	PK8310
Clinical Laboratory Scientist	IPT2704
Clinical Laboratory Scientist	IIPT2806
Clinical Laboratory Specialist - Pathology	PT2408

Clinical Laboratory Technologist I PT1905  
Clinical Pharmacist (Patient Care) PK4511  
Clinical Psychologist PD0409  
Clinical Specialist, PT PD3809  
Clinical Teacher (Psychiatry) PD4707  
Counselor - Substance Abuse PD4106  
Cytogenetics Laboratory Specialist IPT3905  
Cytogenetics Laboratory Specialist IIPT4006  
CytotechnologistPK107  
Dental Hygienist PD4505  
Dietitian I PD6005  
Dietitian II PD5907  
Dosimetrist PK2107  
Echographic Diagnostic Assistant PD4207  
Education Consultants PS2208  
EmbryologistPT2008  
Hospital MorticianPK3605  
Nuclear Medical Technologist PD2005  
Nurse Clinician - Specialty (Patient Care) PD1407  
Occupational Therapist PD3106  
Ocularist I PK2705  
Ocularist II PK2608  
Ophthalmic Professional I PK8106  
Ophthalmic Professional II PK8008  
Optician PD1106  
Optometrist I PK9811  
Optometrist II PK5314  
Physical Therapist PD3506  
Physician's Assistant PD0311  
Psychometrist PD4405  
Radiation TherapistPT2605  
Respiratory Therapist PK7105  
Senior Activities Therapist PD7507  
Senior Imaging Technologist PT1605  
Senior Nuclear Medicine Technologist PT0506  
Senior Occupational Therapist PD3008  
Senior Physical Therapist PD3408  
Senior Psychometrist PD4308  
Senior Radiation Therapist PT0406  
Senior Respiratory Therapist PK7007  
Social Work Specialist I PD2508  
Social Work Specialist II (Patient Care) PD3909  
Social Worker I PD2805  
Social Worker II PD2706  
Social Worker III PD2607  
SonographerPK7705  
Speech Pathologist I PD6607  
Speech Pathologist II PD6509  
Staff Nurse I PD1805  
Staff Nurse II PD2006  
Staff Pharmacist I PK4408  
Staff Pharmacist II PK4310  
Utilization Review Assistant PK6107

APPENDIX B

2003-2004

GRADE MIN 1st Quar MID2001 3rd Quar MAX

4 2585031147364444174147038  
5 2798033772395634535551146  
6 3027836540428024906355325  
7 3275239462461725288159591  
8 354245268549945572066466  
9 3832846182540386189269747  
10 4147149971584716697075470  
11 4487154066632617245581650  
14 56826684748012291769103417

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APPENDIX C

2004-2005

GRADE MIN 1st Quar MID2001 3rd Quar MAX

4 2688432393379024341148920  
5 2909935122411464716953192  
6 3148938001445145102657538  
7 3406241040480195499761975  
8 3684144392519435949467045  
9 3986148030561996436872537  
10 4313051970608106964978489  
11 4666656229657917535484916  
14 59099712138332795440107554

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APPENDIX D

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board of Regents, State of Iowa (Employer) and Service Employees International Union, Local 199 (Union) are parties to a collective bargaining agreement for the 2003-2005 biennium (Agreement); and

WHEREAS, the Employer, acting through the Regent institution, University of Iowa Hospitals and Clinics, a unit of the University of Iowa, desires to recruit and retain health care professional staff; then

THEREFORE, IT IS AGREED, as follows:

1. Effective July 1, 2003, the Employer agrees to implement equity adjustments in base salary for Staff Nurses to address equity in relation to current salary rate and relevant experience, consistent with the schedule in Attachment 2. These adjustments shall equate to six tenths of one percent (.6%) of the bargaining unit salary costs, and are found in Attachments 1 and 2.
2. Effective July 1, 2003, the Employer agrees to provide fifty-three hundredths of one percent (.53%) of the bargaining unit salary costs to be distributed to select non-Staff Nurse classifications based upon relevant market data and critical position vacancy rates. The specific information for these adjustments is in Attachment 1.
3. Effective July 1, 2004, the Employer agrees to implement equity adjustments in base salary for Staff Nurses to address equity in relation to increases in salary rate and relevant experience, consistent with the schedule in Attachment 2. These adjustments equate to forty-two hundredths of one percent (.42%) of the bargaining unit salary costs, and are found in Attachments 2 and 3.
4. Effective July 1, 2004, the Employer agrees to provide thirty-five hundredths of one percent (.35%) of the bargaining unit salary costs to be distributed to select non-Staff Nurses classifications based upon relevant market data and critical position vacancy rates. The specific information on

these adjustments is provided in Attachment 3.

Gregory S. Nichols  
Board of Regents, State of Iowa    Kim Miller  
SEIU, Local 199

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attachment 1: Market/Equity/Adjustments for Contract Year 2003-2004

Note: The increases outlined below are in addition to and after the increases provided by Article VII Wages, Section 4 (2003-2004 Salaries All Returning Employees) and Section 7, Subd. 1 (Inpatient Nurse Salary Increase) of the collective bargaining agree. The increases outlined below will be reduced by the 2% Recruitment and Retention Adjustment outlined in Article VII, Wages, Section 6.

Staff Pharmacist II - \$4000 to each full time staff member's base salary; pro-rated for part time.

Clinical Pharmacist - \$4000 to each full time staff member's base salary; pro-rated for part time.

Nuclear Medicine Technologis and Senior Nuclear Medicine - 6.5% increase to each staff member's base salary.

Occupational Therapist and Senior - 5% increase to each staff member's base salary.

Advanced Practice Nurse - 3% increase to each staff member's base salary.

Staff Nurse I and II

Market Adjustment: A market adjustment will be made only to those individuals whose new salary, after the across the board increase has been made, is lower than the hiring salary scale based upon their years of experience. See Attachment 2 for the proposed salary schedule in both years of the contract.

Example: A Staff Nurse II currently with ten years of experience has a salary of \$43,415. As of July 1, this person will have eleven years of experience. The new 2003-2004 salary scale for eleven years of experience is \$45,710. If the new salary, after the Base Salary Adjustment, is lower than \$45,710, a dollar amount equal to the difference (Market Adjustment) will be added to the base pay to increase the new 2003-2004 salary to \$45,710.

Dosimetrist - Increases of \$3,600, \$5,600, and \$6,400 to a base salary of \$65,000 for the three staff affected.

Physician Assistant/Advanced Registered Nurse - Staff advance one experience year; if new salary with the across the board increase and 2% retention adjustment does not meet the experience salary, staff will receive an additional increase to the experience level. See Attachment 4.

Attachment 2. Staff Nurse Pay Scales. Revised to Reflect 2.0% Increase in 2004-2005

STAFF NURSE I    STAFF NURSE II

Yrs Exp2003-042004-05    Yrs Exp2003-042004-05

04000042000    04050042500  
14055042505    14105043005  
24110042950    24160043450  
34160043400    34210043900  
44210043900    44260044400

54255044455 54305044955  
64300044890 64350045390  
74342545230 74392545730  
84382545640 84432546140  
94425046050 94475046550  
104470046450 104520046950  
114521046950 114571047450  
124580047600 124630048100  
134641048260 134691048760  
144700048900 144750049400  
154767549500 154817550000  
164835050200 164885050700  
174905050850 174955051350  
184975051600 185025052100  
195045052375 195095052875  
205114653192 205164653692

Attachement 3: Market/Equity Adjustments for Contract Year 2004-2005

Note: The increases outlined below are in addition to and after the increases provided by Article VII Wages, Section 5 (2004-2005 Salaries All Returning Employees) and Section 7, Subd. 2 (Inpatient Nurse Salary Increase) of the collective bargaining agree. The increases outlined below will be reduced by the 2% Recruitment and Retention Adjustment outlined in Article VII, Wages, Section 6.

Staff Pharmacist II - 3% increase to each staff member's base salary.

Clinical Pharmacist - 3% increase to each staff member's base salary.

Nuclear Medicine Technologist and Senior Nuclear Medicine - 4% increase to each staff member's base salary.

Respiratory Care Therapist and Senior - 4% increase to each staff member's base salary.

Senior Imaging Tech - 4% increase to each staff member's base salary.

Sonographer - 4% increase to each staff member's base salary.

Radiation Therapist and Senior - 4% increase to each staff member's base salary.

Nurse Clinician Specialty - 3% increase to each staff member's base salary.

Advanced Practice Nurse - 3% increase to each staff member's base salary.

Staff Nurse I and II

Market Adjustment: A market adjustment will be made only to those individuals whose new salary, after the across the board increase has been made, is lower than the hiring salary scale based upon their years of experience. See

Attachment 2 for the proposed salary schedule in both years of the contract.

Physician Assistant/Advanced Registered Nurse Practitioner - \$2,000 increase to each staff member's base salary; pro-rated for part time.

Attachment 4: Physicians Assistants/Advanced Registered Nurse Practitioners Salary Schedule. New Base Salary = \$55,000 - 7/1/03

Years of

Experience\*\*(a) Base

Salary

055000

157000

259000

361000

461500

562000

662500

763000

863500

964000

1064500  
1265500  
1667500  
2069500  
Maximum81650

\*\*As a licensed/certified and practicing ARNP or PA.

If after staff receive the 2% across the board and 2% retention adjustment on July 1, 2003, they are not at or above their appropriate years of experience rate for the number of years currently credited plus one year, they will move to that rate as listed above. Additionally, all current staff will have \$400 added to their base.

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APPENDIX E

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board of Regents, State of Iowa (Employer) and Service Employees International Union, Local 199 (Union) are parties to a collective bargaining agreement for the 2003-2005 biennium (Agreement); and

WHEREAS, the parties seek to encourage full and part-time staff members to volunteer for additional work hours to meet the needs of the Employer, acting through the Regent institution, University of Iowa Hospitals and Clinics, a unit of the University of Iowa;

THEREFORE, IT IS AGREED, as follows:

1. Staff working extra shifts will be paid a premium differential of \$6.00 per hour for all extra time worked, in four (4) hour blocks of time or greater, excluding orientation. Effective July 1, 2004, this premium will increase to \$8.00 per hour. Payment will be made with other monthly adjustments.
2. Part-time and full-time staff will also be paid Extra Time, consistent with Article VIII Extra Time, Section 4 of the Agreement between the parties.
3. The terms of this agreement remain in force and effect for the terms of the Agreement and expire with the Agreement on June 30, 2005.

Agreed on this \_\_\_ day of \_\_\_\_\_, 2003.

Gregory S. Nichols

Board of Regents, State of Iowa      Kim Miller  
SEIU, Local 199

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APPENDIX F

MEMORANDUM OF UNDERSTANDING

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

1. The Employer and the Union, through this Memorandum of Understanding, wish to affirm and acknowledge the dedication of both parties to the promotion of human rights and the elimination of discrimination.
2. Therefore, the parties affirm and support the University's Policy on Human Rights which provides that "in no aspect of its programs shall there be differences in the treatment of persons because of race, creed, color, national origin, age, sex, disability, sexual orientation, gender identity, or any other classification that deprives the person of consideration as an individual, and that equal opportunity and access to facilities shall be available to all."

3. Furthermore, complaints involving the interpretation, administration, or the enforcement of the Human Rights Policy are not subject to the formal grievance procedure in the collective bargaining agreement between the parties. Instead, the parties agree that employees may utilize the human rights enforcement procedures established by the University policy or as provided by law. Bargaining unit employees may be accompanied by a union representative and/or other advocate of the employee's choice (if so desired) when utilizing such procedures.

4. Nothing in this Memorandum of Understanding shall be construed to restrict the University from modifying its policy on Human Rights using its procedures for policy development and revision, including procedures through the University's Office of Affirmative Action and through the Charter Committee on Human Rights.

5. This Memorandum of Understanding shall remain in full force and effect for a period of two years from July 1, 2003 through June 30, 2005.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Gregory S. Nichols

Board of Regents, State of Iowa      Kim Miller

SEIU, Local 199

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#### APPENDIX G

#### MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board of Regents, State of Iowa (Employer) and Service Employees International Union, Local 199 (Union) are parties to a collective bargaining agreement for the 2003-2005 biennium (Agreement); and

WHEREAS, the Employer, acting through the Regent institution, University of Iowa Hospitals and Clinics, a unit of the University of Iowa, desires to continue to build a professional, respectful relationship with the Union; then

THEREFORE, IT IS AGREED, as follows:

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

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

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

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

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

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

7. The Employer may designate representatives to observe the Union

presentation at new employee orientation provided by the Memorandum of Understanding; and

8. Any party to this Memorandum of Understanding may request to meet and confer regarding changes to the Memorandum of Understanding upon fourteen (14) days written notice delivered to all other parties at their addresses of record.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 2003.

Gregory S. Nichols  
Board of Regents, State of Iowa      Kim Miller  
SEIU, Local 199

APPENDIX H  
MEMORANDUM OF UNDERSTANDING

WHEREAS, the Board of Regents, State of Iowa (Employer) and Service Employees International Union, Local 199 (Union) are parties to a collective bargaining agreement for the 2003-2005 biennium (Agreement); and

WHEREAS, the parties agreed to the additional of the previously excluded classifications of Cardiovascular Perfusionist, Cytotechnologist, Embryologist, Hospital Mortician, and Sonographer on August 21, 2002;

THEREFORE, IT IS AGREED, as follows:

That the employees in these classifications and employed prior to July 1, 2003 and covered by the 2003-2005 collective bargaining agreement, will not incur any loss of pay, benefits or other terms and conditions of employment as governed by this collective bargaining agreement.

Employees in these classifications and employed on or after July 1, 2003 will conform to the terms of the 2003-2005 collective bargaining agreement.

Agreed this \_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Gregory S. Nichols  
Board of Regents, State of Iowa \_\_\_\_\_  
Kim Miller  
SEIU, Local 199

APPENDIX I  
WEEKEND OPTION

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

Section 1. Weekend option positions.

Subd. 1. Eligibility

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

Subd. 2. Orientation

All new staff to a unit are required to complete a comprehensive orientation prior to working the applicable schedule for which they are hired. This includes those individuals employed exclusively for the weekend option program. Orientation hours will vary, including Monday-Friday at 100% time. While on orientation, the employee shall receive wages and benefits commensurate with the percentage of time appointed. RN's/staff will be assessed at the completion of the orientation period to determine if they are meeting competencies and, if all competencies are met, they will be assigned straight weekend hours. If it is determined by Nurse Manager or Department Manager/designee, or if a staff member expresses the need for additional

orientation after beginning the weekend hours, and it is determined the best reorientation is during weekday shifts, the staff member will be returned to orientation shifts during the weekdays, at regular rate of pay until it is determined they are competent to work independent exclusively on the weekend shifts.

Subd. 3. Pay

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

Subd. 4. Commitment.

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

Subd. 5. Termination

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

Section 2. Schedule.

Subd. 1. Hours of work.

Such staff would be scheduled to work 24 hours (either 3 8-hour shifts; 2 12-hour shifts, or a combination which equals at least 24 hours) within the time frame of 3:00 pm Friday through 7:30 am Monday. For all hours worked during this time period, a differential of 50% will be paid. If the time worked qualifies for shift differential, it will be paid, but no additional weekend differential will be paid.

Subd. 2. Extra time.

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

Subd. 3. Trading.

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

Section 3. Vacation.

Subd. 1. Accrual.

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

Subd. 2. Scheduling.

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

Subd. 3. Banking of hours.

Staff may use the earned vacation as compensation for the scheduled weekends off. Employees who earn the maximum vacation accrual rate utilizing the Weekend Option will utilize 1.5 hours of vacation, if available for each hour

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

Subd. 4. Spontaneous vacation.

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

Section 4. Holiday leave

Staff will not earn holiday benefits nor will additional compensation be paid on a holiday worked on the weekend.

Section 5. Sick leave.

Subd. 1.

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

Subd. 2. FMLA.

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

Section 6. Benefits.

Subd. 1.

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

Subd. 2.

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