



EMPLOYEE MANUAL  
FOR  
STAFF NURSES  
&  
ALLIED HEALTH PROFESSIONALS

*Effective July 1, 2017*

DIVISION 1. Disclaimer .....	1
DIVISION 2. Employment and Working Conditions.....	2
Part 2.1. Hours of work.....	2
Part 2.2. Appointments .....	4
Part 2.3. Seniority .....	4
Part 2.4. Layoff Procedures .....	5
Part 2.5. Transfer Procedures.....	7
Part 2.6. Health and Safety .....	9
Part 2.7. Inservice Training.....	10
DIVISION 3. Base Pay .....	10
Part 3.1. Pay Plans .....	10
Part 3.2. New Employees.....	10
Part 3.3. 2017-2018 Minimum Salaries .....	10
Part 3.4. 2018-2019 Minimum Salaries .....	10
Part 3.5. 2017-2018 Salaries (Returning Employees).....	11
Part 3.6. 2018-2019 Salaries (Returning Employees).....	11
Part 3.7. Part-time Employees .....	11
Part 3.8. Range Limitation .....	11
Part 3.9. Employer Discretion.....	11
DIVISION 4. Supplemental Pay.....	11
Part 4.1. Inpatient Nursing Differential .....	11
Part 4.2. Overtime and Extra Time .....	12
Part 4.3. Standby/On-call and Callback .....	14
Part 4.4. Telephone Consultation.....	15
Part 4.5. Charge Assignment .....	15
Part 4.6. Preceptor Assignment.....	15
Part 4.7. Shift and Weekend Differentials .....	16
Part 4.8. Weekend Option.....	16
Part 4.9. Inpatient Clinical Resource Units.....	19
Part 4.10. Float Pay.....	20
Part 4.11. Certification Recognition .....	20
Part 4.12. Flexible Pay .....	21
DIVISION 5. Benefits .....	21

Part 5.1. Benefits.....	21
Part 5.2. Sick Leave .....	23
Part 5.3. Vacation Leave.....	25
Part 5.4. Leaves of Absence.....	27
Part 5.5. Holidays.....	29
DIVISION 6. Performance .....	31
Part 6.1. Evaluation Procedures .....	31
Part 6.2. Discipline and Discharge.....	31
Part 6.3. Grievance Procedure .....	32
DIVISION 7. Miscellaneous.....	34
Part 7.1. Nurse Staff Advisory Council .....	34
Part 7.2. Labor Management.....	35
Part 7.3. Travel and Lodging .....	35
Part 7.4. Access to Personnel Files .....	35
Part 7.5. Damage to Personal Items .....	36
Part 7.6. Tuition Reimbursement Programs.....	36
Part 7.7. Professional License or Certification Fees .....	36
Part 7.8. Continuing Education.....	36
Part 7.9. Human Rights .....	36
APPENDIX A. CLASSIFICATIONS & FLSA STATUS.....	37
APPENDIX B. 2017-2018 PAY SCALES .....	40
APPENDIX C. 2018-2019 PAY SCALES .....	43

## **DIVISION 1. DISCLAIMER**

The UI Health Care Employee Manual for Staff Nurses and Allied Health Professionals contains only general guidelines and information. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to Human Resources. Neither this manual nor any other UI Health Care document confers any right, either expressed or implied, to remain in UI Health Care's employ. Nor does it guarantee any fixed terms or conditions of employment. Your employment may be terminated pursuant to applicable UI Health Care policies and procedures. If you are an employee on contract, UI Health Care may elect not to renew your contract, with or without cause, upon expiration of the contract.

Some of the subjects described in this manual are covered in detail in official policy and procedure documents. You should refer to these documents for specific information, since this manual only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. Every attempt will be made to inform you of any changes as they occur. However, it is your responsibility to keep current of all UI Health Care policies and procedures. It is your responsibility to review UI Health Care policies and procedures in detail and to request any clarification needed from your supervisor or Human Resources. Violation of UI Health Care policies or procedures may result in disciplinary action, including termination of employment.

## **DIVISION 2. EMPLOYMENT AND WORKING CONDITIONS**

### **Part 2.1. Hours of work**

#### **Section 2.1.1. Scheduling**

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 2.1.2. 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 Part 2.4 below). The Employer shall not schedule employees to work more or less than their percentage of appointment for regular shifts in their defined work schedule except with the consent of the affected employee. This does not include overtime hours.

#### **Section 2.1.3. 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:

##### **Subsection 2.1.3.1.**

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

##### **Subsection 2.1.3.2.**

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.

##### **Subsection 2.1.3.3.**

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

**Subsection 2.1.3.4.**

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.

**Subsection 2.1.3.5.**

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.

**Subsection 2.1.3.6.**

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

**Subsection 2.1.3.7.**

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.

**Subsection 2.1.3.8.**

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.

**Subsection 2.1.3.9.**

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

**Subsection 2.1.3.10.**

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.

**Subsection 2.1.3.11.**

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

### **Subsection 2.1.3.12.**

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

### **Section 2.1.4. Standby/On-call**

It is recognized that the nature of some jobs 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 Section 4.3.1.

### **Section 2.1.5. Extension of Shift**

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

### **Section 2.1.6. Travel between Work Sites**

Staff members 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.

## **Part 2.2. Appointments**

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

## **Part 2.3. Seniority**

### **Section 2.3.1.**

Definition. Seniority will be calculated based upon the employee's most recent date of hire in a regular position with the Employer. In the event two (2) employees have the same original date of hire, 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.

### **Section 2.3.2.**

Breaks in Seniority. A break in seniority occurs upon 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.

**Section 2.3.3.**

Application. Seniority as defined in this Section shall be applicable only as expressly provided in this Manual.

**Part 2.4. Layoff Procedures**

**Section 2.4.1. Application of Layoff**

**Subsection 2.4.1.1.**

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

**Subsection 2.4.1.2.**

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

**Subsection 2.4.1.3.**

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

**Subsection 2.4.1.4.**

The operative unit for layoffs shall be the clinical unit as described in the Transfer Part of this Manual (Subsection 2.5.2.3).

**Subsection 2.4.1.5.**

The Employer retains the right to reassign bargaining unit employee to avoid a layoff or as otherwise provided in Part 2.5. Transfer Procedures.

**Section 2.4.2. General Layoff Procedures**

**Subsection 2.4.2.1.**

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.

**Subsection 2.4.2.2.**

Regular employees with less than one (1) year of seniority affected by a reduction in force shall be notified in writing of layoff at least thirty (30) calendar days in advance of the effective date of the layoff, except in exceptional circumstances which disrupt the services of the hospital. Employees with at least one (1) year of seniority will receive at least sixty (60) calendar days' notice of the effective date of the layoff. Employees with at least four (4) years of seniority will receive at least ninety (90) calendar days' notice of the effective date of the layoff. Employees with at least eight (8) years of seniority will receive at least one-hundred and twenty (120) calendar days' notice of the effective date of the layoff. The notice provision of this Subdivision



will not apply if notice of such duration would seriously impair the financial integrity of a major administrative unit of the Employer.

**Subsection 2.4.2.3.**

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 Part.

**Subsection 2.4.2.4.**

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

**Subsection 2.4.2.5.**

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

**Subsection 2.4.2.6.**

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

**Section 2.4.3. Eligibility for Recall**

**Subsection 2.4.3.1.**

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.

**Subsection 2.4.3.2.**

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.

**Subsection 2.4.3.3.**

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

**Subsection 2.4.3.4.**

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.

**Subsection 2.4.3.5.**

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

**Subsection 2.4.3.6.**

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

**Subsection 2.4.3.7.**

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 Part prior to the exercise of rights of employees on recall.

**Subsection 2.4.3.8.**

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.

**Subsection 2.4.3.9.**

Employees who are recalled must notify the Employer, in writing, of their acceptance of recall which must be received or postmarked no 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 2.4.4. Insurance for Laid Off Employees**

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

**Part 2.5. Transfer Procedures**

**Section 2.5.1. Eligibility**

**Subsection 2.5.1.1.**

Regular employees who have completed eighteen (18) months of employment in a budgeted position are eligible for the provisions of this Part.

**Subsection 2.5.1.2.**

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

**Subsection 2.5.1.3.**

Employees may not transfer more than once in any eighteen (18) month period except by mutual agreement of employee and Employer.

## **Section 2.5.2. Definitions**

### **Subsection 2.5.2.1.**

A transfer under the provisions of this Part 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 2.5.4 below.

### **Subsection 2.5.2.2.**

A vacancy, for purposes of this Part, exists when the Employer posts a position on Jobs@uiowa.

### **Subsection 2.5.2.3.**

An employee's clinical unit is that work group defined by the Employer. A listing of such units shall be made available to employees.

## **Section 2.5.3. Procedures**

### **Subsection 2.5.3.1.**

A vacancy will be posted in accordance with the Employer's current practice for fourteen (14) calendar days during which time employees may submit an application 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.

### **Subsection 2.5.3.2.**

Positions may be advertised outside the clinical unit and The University of Iowa concurrently.

### **Subsection 2.5.3.3.**

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

### **Subsection 2.5.3.4.**

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. The Employer may exercise discretion in determining which applicant is most qualified for a position. Employer may consider experience, recall status, performance, or other attributes, but no single attribute will be solely determinative.

### **Subsection 2.5.3.5.**

When an employee is offered more than one (1) position simultaneously, s/he will select one (1) of the positions within four (4) weekdays of the notification of her/his status.

#### **Section 2.5.4. 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 2.5.5. Temporary Reassignments**

##### **Subsection 2.5.5.1.**

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

##### **Subsection 2.5.5.2.**

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.

##### **Subsection 2.5.5.3.**

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

### **Part 2.6. Health and Safety**

#### **Section 2.6.1. Compliance and 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 2.6.2. New Technologies/Procedures**

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 employees of any major changes in equipment, medical treatment and /or processes.

#### **Section 2.6.3. 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 2.6.4. 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 2.6.5. Staff Health and Health Council**

The Union may be afforded the opportunity to appoint one (1) employee to be a member of 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.

### **Part 2.7. Inservice Training**

#### **Section 2.7.1. 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 2.7.2. 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 2.7.3. 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 2.7.4. Safety Training**

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

## **DIVISION 3. BASE PAY**

### **Part 3.1. Pay Plans**

Minimum and maximum pay ranges for classifications identified in Appendix A are provided in Appendix B for 2017-2018 and in Appendix C for 2018-2019.

### **Part 3.2. New Employees**

New employees will be hired within the salary ranges by classification as provided in Appendix B for 2017-2018 and Appendix C for 2018-2019. Employer may hire new employees above the minimum for the applicable salary grade.

### **Part 3.3. 2017-2018 Minimum Salaries**

Minimum salaries for each classification in the bargaining unit will go up by one percent (1%) on July 1, 2017.

### **Part 3.4. 2018-2019 Minimum Salaries**

Minimum salaries for each classification in the bargaining unit will go up by one percent (1%) on July 1, 2018.

**Part 3.5. 2017-2018 Salaries (Returning Employees)**

Effective with the 2017-2018 appointment year (July 1, 2017), each returning bargaining unit employee who was employed on April 30, 2017, as a bargaining unit employee 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 2017-2018.

**Part 3.6. 2018-2019 Salaries (Returning Employees)**

Effective with the 2018-2019 appointment year (July 1, 2018), each returning bargaining unit employee who was employed on April 30, 2018 as a bargaining unit employee 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 2018-2019.

**Part 3.7. Part-time Employees**

Part-time employees, who are members of the bargaining unit, shall receive proportionate increases for each year as provided in Part 3.5. and Part 3.6. for full-time employees.

**Part 3.8. Range Limitation**

The implementation of salary increases as provided in Part 3.5., Part 3.6., and Part 3.7. hereof shall not exceed the top of the salary ranges for each year as provided in Appendices B and C. 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.

**Part 3.9. Employer Discretion**

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

**DIVISION 4. SUPPLEMENTAL PAY**

**Part 4.1. Inpatient Nursing Differential**

**Section 4.1.1.**

Staff Nurses (STN) in the Department of Nursing assigned to units that require twenty-four (24) hour staffing on site, seven (7) calendar days a week, as well as the Staff Nurses in the Main Operating Room and PACU, will have \$2,500 (pro-rated for part time) added to their salary while employed in these units. This differential is not a component of base salary and is not used as a basis for future pay.

**Section 4.1.2.**

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

## **Part 4.2. Overtime and Extra Time**

### **Section 4.2.1. Eligibility and Definition**

#### **Subsection 4.2.1.1.**

Bargaining unit classifications are designated by the Employer as exempt or non-exempt in accord with the Fair Labor Standards Act (FLSA). Those designated as non-exempt are eligible for overtime consistent with the Act. Only hours worked are used for the calculation of overtime or extra time.

#### **Subsection 4.2.1.2.**

Extra time is defined as time worked by exempt employees at the direction of the Employer, including attendance at education programs or meetings which are required by the Employer, in excess of the employee's regular assigned shift. Exempt employees who work beyond the scheduled hours at their own discretion to meet personal position objectives or to advance their own career objectives shall not qualify for compensation under this Part. Employees may not work additional hours without the approval of the Employer.

### **Section 4.2.2. Assignment**

#### **Subsection 4.2.2.1.**

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.

#### **Subsection 4.2.2.2.**

Extra time requirements 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 either clinical unit or institutional seniority (at the discretion of the Employer). Staff members who have accepted any extra time assignment will move to the bottom of the mandatory extra time list.

#### **Subsection 4.2.2.3.**

Extra time 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.

#### **Subsection 4.2.2.4.**

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

### **Section 4.2.3. 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 4.2.4. Compensation**

#### **Subsection 4.2.4.1.**

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

#### **Subsection 4.2.4.2.**

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

#### **Subsection 4.2.4.3.**

For part-time exempt staff, payment for extra time will be at the employee's regular hourly rate of pay, unless the part-time employee has worked more than two hundred forty (240) hours in a six (6) week cycle, or may accrue compensatory time equal to the time worked, at the choice of the Employer. The Employer will give consideration to the preferences of the employee in making its determination of the form of compensation. Hours in excess of two hundred forty (240) hours in a six (6) week cycle shall be compensated in the manner described in Subsection 4.2.4.2 above.

#### **Subsection 4.2.4.4.**

Accrued compensatory time shall be used at the request of the employee, subject to the approval of the supervisor. Compensatory time accrued but not used will be posted for payment four months after the month in which it was earned. Compensatory time earned at the regular rate of pay will be paid at the premium rate, as outlined in Subsection 4.2.4.1 and Subsection 4.2.4.3. Upon transfer to another department or separation from employment, employees shall be paid for any unused earned compensatory time.

#### **Subsection 4.2.4.5.**

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

#### **Subsection 4.2.4.6.**

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



### **Section 4.2.5. Extra Shift Premium Differential**

#### **Subsection 4.2.5.1.**

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

#### **Subsection 4.2.5.2.**

Part-time and full-time staff will also be paid for extra time, consistent with Part 4.1 Extra time.

### **Section 4.2.6. Part-time Outreach Staff in Clinical Units with Variable Schedules to Meet Patient Care Needs**

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

## **Part 4.3. Standby/On-call and Callback**

### **Section 4.3.1. Standby/On-call Pay**

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

### **Section 4.3.2. Callback Pay**

#### **Subsection 4.3.2.1.**

Bargaining unit employees returning to the work place from standby/on-call status or at a time not contiguous with their regular shift, will be paid call-back pay at the rate of 1.5 times the defined hourly rate or 2.0 times the defined hourly rate for call back between 2300 and 0700 for actual time worked or compensatory time equal to the time worked (unless required under FLSA to be compensated at 1.5 times the hours worked), to be used consistent with Subsection 4.3.2.2 below. A two-hour (2) minimum payment guarantee is provided for all callback pay under this section.

#### **Subsection 4.3.2.2.**

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

**Subsection 4.3.2.3.**

Bargaining unit employees returning to the work place from standby/on-call status or at a time not contiguous with their regular shift on a holiday, will be paid call-back pay at the rate of two (2) times the defined hourly rate for actual time worked. A two-hour (2) minimum payment guarantee is provided for callback pay under this provision. In addition, for hours worked on the holiday up to the limit of holiday benefit hours paid consistent with Part 5.5, these employees will receive holiday comp time.

**Subsection 4.3.2.4.**

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

**Part 4.4. Telephone Consultation**

Employees who are assigned the responsibility of providing telephone consultation services outside of their normal working hours, shall be compensated pursuant to Part 4.2 above, for time worked.

**Part 4.5. Charge Assignment**

**Section 4.5.1.**

Directors, Nursing Service, will identify units utilizing the Charge Nurse role to UI Health Care Human Resources on an annual basis, designating which hours of work will use the Charge Nurse role.

Staff nurses assigned the role of Charge by their supervisor and perform the role for a period of four consecutive hours or more will receive an additional \$1.50 per hour for performing this assignment. The expectations for the duties and the qualifications for Charge will be outlined in an addendum to the applicable job descriptions.

**Section 4.5.2.**

All other classifications or positions which utilize Charge as designated by the Employer receive an additional \$1.50 per hour for performing this assignment. The expectations for the duties and the qualifications for Charge are outlined in an addendum to the applicable job descriptions.

**Part 4.6. Preceptor Assignment**

**Section 4.6.1.**

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

**Section 4.6.2.**

Employees who are assigned the role of preceptor for employees on orientation and perform the role for a period of four consecutive hours or more will receive an additional \$1.00 per hour for performing this assignment.

**Part 4.7. Shift and Weekend Differentials**

**Section 4.7.1. Hours Differential**

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

**Subsection 4.7.1.1.**

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

**Subsection 4.7.1.2.**

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

**Subsection 4.7.1.3.**

Hours worked between 1500 on Friday until 2300 on Sunday will be compensated at an additional \$2.50 per hour if four (4) or more hours of the shift occur between these hours.

**Subsection 4.7.1.4.**

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

**Section 4.7.2. 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 4.7.3. Pharmacy Department**

Subsection 4.7.1.1 and Subsection 4.7.1.2 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.

**Part 4.8. Weekend Option**

**Section 4.8.1. 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 Part 2.5.

**Section 4.8.2. Orientation**

All new staff to a unit are required to complete a comprehensive orientation prior to working the applicable schedule for which they are hired. This includes those individuals employed exclusively for the weekend option program. Orientation hours will vary, including Monday-

Friday at one hundred percent (100%) time. While on orientation, the employee shall receive wages and benefits commensurate with the percentage of time appointed. RN's/staff will be assessed at the completion of the orientation period to determine if they are meeting competencies and, if all competencies are met, they will be assigned straight weekend hours. If it is determined by a Nurse Manager or Department Manager/designee, or if a staff member expresses the need for additional orientation after beginning the weekend hours, and it is determined the best reorientation is during weekday shifts, the staff member will be returned to orientation shifts during the weekdays, at regular rate of pay until it is determined they are competent to work independent exclusively on the weekend shifts.

### **Section 4.8.3. 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 in this Manual.

### **Section 4.8.4. Commitment**

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

### **Section 4.8.5. Termination**

Staff members 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 Part 2.5. Staff members may be removed from the program for failing to meet the requirements of the program.

### **Section 4.8.6. Schedule**

#### **Subsection 4.8.6.1. Hours of Work**

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

#### **Subsection 4.8.6.2. Overtime**

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

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

Hours in excess of the employee's regular schedule will be paid in accordance with Section 4.2.5.

### **Subsection 4.8.6.3. 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 members taking a weekend do not qualify for the weekend option rate 1.5 times the employee's regular rate of pay.

## **Section 4.8.7. Vacation**

### **Subsection 4.8.7.1. Accrual**

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

### **Subsection 4.8.7.2. Scheduling**

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

### **Subsection 4.8.7.3. Banking of Hours**

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

### **Subsection 4.8.7.4. Spontaneous Leave**

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

## **Section 4.8.8. Holidays**

### **Subsection 4.8.8.1.**

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

### **Subsection 4.8.8.2.**

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

### **Section 4.8.9. Sick Leave**

#### **Subsection 4.8.9.1.**

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

#### **Subsection 4.8.9.2.**

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

### **Section 4.8.10. Benefits**

#### **Subsection 4.8.10.1.**

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

#### **Subsection 4.8.10.2.**

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

## **Part 4.9. Inpatient Clinical Resource Units**

### **Section 4.9.1.**

A centralized Inpatient Clinical Resource Unit (ICRU) which is a clinical unit(s) with a defined management structure to provide staff supervision and oversee staff assignment practices has been added to the list of clinical units. Staff members in this/these clinical unit(s) are oriented to multiple competencies so that they can be assigned to a variety of units and function as a staff member on those units.

### **Section 4.9.2.**

The staff nurses in the ICRU(s) shall have an addendum to their job description listing the requirements of an ICRU position. Staff nurses in the ICRU(s) shall generally have a minimum of one year of experience and defined competency requirements. Resource nurses shall have designated units to which they are deployed in order to match nursing skills to patient care requirements.

### **Section 4.9.3.**

Staff nurses in the ICRUs) shall receive an additional \$4.00 per hour worked after they have successfully completed orientation to the units in their defined nursing skill set. This compensation is in addition to any shift differential to which the nurse is otherwise entitled to receive.

## **Part 4.10. Float Pay**

### **Section 4.10.1.**

The Employer has an interest in decreasing temporary reassignments (commonly known as “pulling or floating”).

#### **Subsection 4.10.1.1.**

Recognizing that temporary reassignments may be necessary in some cases to assure appropriate patient care, this Section defines reassignment practices within the ICRUs and inpatient clinical units in the Department of Nursing Services and Patient Care as specified:

1. On those occasions when an out of unit assignment is necessary the staff member will receive a \$1/hour differential for all direct care hours worked outside their own unit
2. The temporary reassignment of staff nurses (with the exception of those staff nurses in the ICRU) will be within their own divisions.
3. If a staff nurse volunteers for reassignment on another division they may work on another division per the mutual agreement of the employee and the nursing supervisor/designee.
4. In an operational emergency (e.g., substantial patient volume changes or epidemic situation) this reassignment practice may be temporarily suspended for the length of the emergency or epidemic situation to assure that the Employer can meet its operational needs and the needs of patients. The Director, Nursing Service, on-call for Nursing must be consulted and must approve the designation of an operational emergency before this reassignment practice may be temporarily suspended.

#### **Subsection 4.10.1.2.**

For staff in the ICRU, every attempt will be made to assign ICRU staff only to the team on which the ICRU staff member belongs. On those occasions when an out of team assignment is necessary, the staff member will receive a \$1/hr differential for all direct care hours worked outside of their own team.

## **Part 4.11. Certification Recognition**

### **Section 4.11.1. Certification Recognition for Tertiary Health Care Bargaining Unit Staff**

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

#### **Subsection 4.11.1.1.**

Payment is contingent on the staff member actively being assigned and working in a budgeted line position that provides patient care/services in the related area of the certification.

**Subsection 4.11.1.2.**

UI Health Care Human Resources shall notify employees in the bargaining unit of the approved certification(s) by February 1st of each calendar year. Employees may bring certifications forward for consideration.

**Subsection 4.11.1.3.**

Application for Certification Differential - It shall be the employee's responsibility to submit an application for recognition and payment of a new or renewal of a certification differential:

- Final approval of a certification for payment or an application submitted by an employee to receive the noted differential, either as a new application, renewal of an existing payment, or in the event of transfer or acceptance of a new position, is reserved as a right of management.
- Certification Applications: Applications for payment of the certification differential for both new and renewal certifications shall only be accepted between February 1 and the March 15 of each calendar year for payment in the next fiscal year (July 1 – June 30).

**Part 4.12. Flexible Pay**

Bargaining unit employees are eligible to participate in the University of Iowa's Flexible Pay program. All Flex Pay award nominations must be submitted to UI Health Care Human Resources for approval.

**DIVISION 5. BENEFITS**

**Part 5.1. Benefits**

**Section 5.1.1. Eligibility**

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

**Section 5.1.2. Effective Date of Insurance Coverage**

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

**Section 5.1.3. Plan Administration**

Bargaining unit employees may select from the benefit options currently available and participate in the University's Benefits Program under the same administrative rules and conditions as other University faculty, and P&S staff. Subject to Section 5.1.4, the University maintains its right to make changes in the administration of this plan and the benefits provided to bargaining unit employees by the plan, using its procedures for policy development and revision.

**Section 5.1.4. Plan Rate Changes**

Bargaining unit employees will be charged under the same benefit rate structures under this Plan as other University faculty, and P&S staff, which may be changed on an annual basis to reflect changes in the cost of such programs. Furthermore, bargaining unit employees will receive contributions from the Employer consistent with contribution elements outlined in this Part. The



University retains its right to change annual adjustments to the cost of premiums as the condition for participation in this plan.

### **Section 5.1.5. Contribution Rates**

Consistent with Sections Section 5.1.3 and Section 5.1.4 of this Part, the Employer will contribute to an individual employee's benefits an amount that is comprised of the following four elements:

#### **Subsection 5.1.5.1.**

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

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

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

#### **Subsection 5.1.5.2.**

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

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

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

#### **Subsection 5.1.5.3.**

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

#### **Subsection 5.1.5.4.**

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

#### **Subsection 5.1.5.5.**

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

### **Section 5.1.6. Credits**

Bargaining unit employees will receive a Monthly General Credit. For 2017 through 2018, this credit is \$90.

Bargaining unit employees will receive a monthly credit if they do not participate in the dental insurance plans. For 2017 through 2019 this credit is \$25.

Bargaining unit employees will receive a monthly credit if their base salary is at least \$25,000 and they participate in the group term life insurance plan of \$50,000 coverage. For 2017 through 2019 this credit is \$40.

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

#### **Section 5.1.7. UI Health Care Pharmacies**

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

#### **Section 5.1.8. Dependent Coverage**

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

#### **Section 5.1.9. Payroll Deduction**

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

### **Part 5.2. Sick Leave**

#### **Section 5.2.1. Accrual**

##### **Subsection 5.2.1.1.**

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.

##### **Subsection 5.2.1.2.**

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 at age 55 or older, when employees shall receive cash payment for accumulated, unused sick leave not to exceed a total of two thousand dollars (\$2,000). 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 5.2.2. Utilization of Sick Leave**

Employees shall not be required to explain an illness at the time a sick-call is made. An explanation may be required at a later time to administer the Family Medical Leave Act (FMLA), to determine how the absence is to be paid, or to investigate the potential of a communicable disease exposure. Attendance is an essential component of employment. The Employer may review sick leave usage for the purpose of determining whether sick leave use is

excessive or abused. Discipline for attendance will be based upon the principles of just cause, and not solely on the number of occurrences or hours of absence.

**Section 5.2.3. Employees may use accrued sick leave for any of the following:**

**Subsection 5.2.3.1.**

Medically Related Disability: Accrued sick leave may be used for personal illness which requires the employee's confinement 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.

**Subsection 5.2.3.2.**

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.

**Subsection 5.2.3.3.**

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

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

**Subsection 5.2.3.4.**

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.

**Subsection 5.2.3.5.**

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.

**Subsection 5.2.3.6.**

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

**Subsection 5.2.3.7.**

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

**Subsection 5.2.3.8.**

Employees will be permitted to use compensatory time off 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 5.2.4. Conversion**

**Subsection 5.2.4.1.**

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.

**Subsection 5.2.4.2.**

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 Subsection 5.3.1.3. This amount is prorated for part-time employees who elect to convert sick leave to vacation.

**Part 5.3. Vacation Leave**

**Section 5.3.1. Accrual**

**Subsection 5.3.1.1.**

Employees shall begin accruing vacation leave on their first day in pay status. Vacation leave shall be accrued on a monthly basis. Full-time bargaining unit employees hired before July 1, 1999, shall accrue one hundred and ninety-two (192) hours per year, sixteen (16) hours per month, including the two (2) personal holidays provided in Part 5.5 below. 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

**Subsection 5.3.1.2.**

The accrual rates in Subsection 5.3.1.1 above include the two (2) personal holidays provided in the Part 5.5 below. Part-time employees shall accrue vacation leave based upon their percentage of full-time appointment. Vacation accrues during any period of service in pay status. Current accumulation balances and a report of current vacation accrual are available to staff via the Employer electronic system.

**Subsection 5.3.1.3.**

Vacation leave may accrue up to a maximum equal to two (2) times an employee's annual accrual. The Employee is responsible for monitoring his/her individual accruals and submitting appropriate vacation requests. The employee can access his/her individual accrual amounts via the Employer electronic system. The Employer will work with the employee to plan a vacation schedule of up to sixteen (16) hours (prorated for part-time) each month until a longer vacation can be scheduled or until the employee falls below the "within six (6) months of reaching the maximum accrual" level. If the supervisor and the employee agree that in spite of the employee's cooperation in attempting to schedule time off, the supervisor cannot grant the time to prevent loss of accruals, the employee can appeal to a UI Health Care Senior Director of Human Resources 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 5.3.2. Scheduling**

**Subsection 5.3.2.1.**

Bargaining unit employees in each clinical unit may develop their own written vacation scheduling protocols subject to the approval of the supervisor.

**Subsection 5.3.2.2.**

In the event a clinical unit does not develop its own vacation scheduling protocols, the following vacation scheduling procedure shall apply.

**Subsection 5.3.2.3.**

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 calendar 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.

**Subsection 5.3.2.4.**

Vacation requests made more than thirty (30) calendar days in advance of the posting of the work schedule shall be granted on a first come, first served basis. Vacation requests made less than thirty (30) calendar days in advance of the posting of the work schedule shall be granted based upon seniority. Requests approved will be reflected in the work schedule, consistent with Section 2.1.3.

**Subsection 5.3.2.5.**

Vacations shall be scheduled at the request of the Employee, subject to the approval of the Employer. Employees shall receive a response to a regular vacation request within fourteen (14) calendar days, or as otherwise defined by protocols within each clinical unit developed consistent

with Subsection 5.3.2.1 above. 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 5.3.3. Purpose**

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

### **Section 5.3.4. Spontaneous Leave**

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

#### **Subsection 5.3.4.1.**

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

#### **Subsection 5.3.4.2.**

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

### **Section 5.3.5. 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.

#### **Subsection 5.3.5.1.**

## **Part 5.4. Leaves of Absence**

### **Section 5.4.1. Eligibility**

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

### **Section 5.4.2. 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 5.4.3. Court and Jury Leave**

#### **Subsection 5.4.3.1.**

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.

#### **Subsection 5.4.3.2.**

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 5.4.4. 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 5.4.5. 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 5.4.6. 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 5.4.7. 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 5.4.8. 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 5.4.9. Other Leaves without Pay**

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

### **Section 5.4.10. 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 Part of this Manual 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 5.4.11. Fringe Benefits**

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

## **Part 5.5. Holidays**

### **Section 5.5.1. Holidays**

#### **Subsection 5.5.1.1.**

For employees on a Monday through Friday work schedule, the Employer shall provide nine (9) scheduled and two (2) unscheduled paid holidays which follow the University of Iowa official holiday schedule.

For employees with other than Monday through Friday work schedules, the Employer shall provide nine (9) and two (2) unscheduled paid holidays as set forth below:

Scheduled Holidays:

Dr. Martin Luther King, Jr.'s Day (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 Day (4th Friday in November)

2017 Winter Holiday (Sunday, December 24, 2017 and Monday December 25, 2017)

New Year's Day (Monday, January 1, 2018)

2018 Winter Holiday (Monday, December 24, 2018 and Tuesday, December 25, 2018)

New Year's Day (Tuesday, January 1, 2019)

#### **Subsection 5.5.1.2.**

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 Part.



**Subsection 5.5.1.3.**

Due to the nature of hospital work, staff may be scheduled to work on holidays. Current unit vacation scheduling protocols that address holiday scheduling will apply or units will be required to add language regarding holiday schedules to their vacation scheduling protocols subject to the terms outlined in Subsection 5.3.2.1.

**Subsection 5.5.1.4.**

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 5.5.2. Compensation for Holidays**

**Subsection 5.5.2.1.**

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

**Subsection 5.5.2.2.**

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.

**Subsection 5.5.2.3.**

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

**Subsection 5.5.2.4.**

Employees who receive compensation under this section for hours less than their regular hours of assignment shall be provided the option of utilizing accumulated paid leave in an amount equal to the hours needed to compensate for regular scheduled hours. An employee may also request to work the additional hours within the six (6) week schedule where the holiday occurs, subject to the approval of the Employer.

## **DIVISION 6. PERFORMANCE**

### **Part 6.1. Evaluation Procedures**

#### **Section 6.1.1. Frequency**

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

#### **Section 6.1.2. 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.

#### **Section 6.1.3. 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 or comments shall be attached to the evaluation.

#### **Section 6.1.4. Grievability**

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

#### **Section 6.1.5. Performance Improvement Plan**

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

### **Part 6.2. Discipline and Discharge**

#### **Section 6.2.1.**

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

#### **Section 6.2.2.**

Whenever the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if

disciplinary action is warranted, and after providing the Employee in writing with the reason for the investigation, the Employer may reassign the employee to another work assignment at their current rate of pay, or suspend the employee from work in paid status at their current rate of pay.

### **Part 6.3. Grievance Procedure**

#### **Section 6.3.1. Grievance Definition**

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

A grievance shall contain a statement of the grievance by indicating the specific issue(s) involved, the relief sought, the date the incident(s) or alleged violation(s) that took place, and the specific section(s) of this Manual alleged to have been violated.

#### **Section 6.3.2. Accompaniment**

The staff member may be accompanied at any step of this procedure by a witness observer or support person. If a staff member, this person will be released from duty without loss of pay to attend the meeting during scheduled work hours. Such release time shall be scheduled with his/her supervisor so as not to interfere with normal work responsibilities.

The staff member may be accompanied by legal counsel at his or her own expense in lieu of a witness observer or support person in all proceedings provided for in this procedure after Level One.

#### **Section 6.3.3. Definitions and Interpretations**

##### **Subsection 6.3.3.1. Extension**

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

##### **Subsection 6.3.3.2. Days**

Reference to days shall mean calendar days.

##### **Subsection 6.3.3.3. 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.

##### **Subsection 6.3.3.4. Filing and Postmark**

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

##### **Subsection 6.3.3.5. 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 this Manual allegedly violated and the particular relief sought within twenty (20) days after the date of the first event giving rise to the grievance occurred. Failure to file any grievance within such period shall be deemed a

waiver thereof. Failure to appeal a grievance from one (1) level to another within the time periods hereafter provided shall constitute a waiver of the grievance.

#### **Section 6.3.4. 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:

##### **Subsection 6.3.4.1. 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.

##### **Subsection 6.3.4.2. 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.

##### **Subsection 6.3.4.3. Level III**

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

#### **Section 6.3.5. 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 6.3.6. Arbitration Procedure**

##### **Subsection 6.3.6.1. Request**

Written notice of intent to arbitrate, signed by the employee, must be delivered to the office of a Senior Director of Human Resources for UI Health Care within fifteen (15) days following the expiration of the fifteen (15) day deadline for a decision in Level III of the grievance procedure.

##### **Subsection 6.3.6.2. 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 Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Within ten (10) days after receipt of the panel, the parties

shall alternately strike names and the remaining name shall be the arbitrator to hear the grievance. The parties shall promptly notify the arbitrator of her/his selection.

#### **Subsection 6.3.6.3. Hearing**

The arbitrator will conduct the arbitration hearing to assure that the grievant is accorded a full and fair hearing and all due process to which the grievant is entitled, according to the standards usually followed in arbitrations sanctioned by the American Arbitration Association.

Issue at hearing: The issue(s) at the hearing will be restricted to the issue(s) presented by the parties at Step Three. No later than one week prior to the hearing, the grievant and the UI Health Care representative shall meet to review and exchange all evidence relevant to the grievance that is available at that time through the exercise of reasonable diligence, and a list of potential witnesses. If not presented at the pre-hearing exchange, no additional argument or evidence shall be presented at hearing, unless the presenting party can prove that such information was not reasonably known prior to the hearing through the exercise of reasonable diligence.

#### **Subsection 6.3.6.4. 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 employee initiating the appeal and the Employer. 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 cost of the transcripts. Any other expenses incurred shall be paid by the party incurring the same.

#### **Subsection 6.3.6.5. Final and Binding Decision**

The arbitrator so selected shall confer with the Employer and employee 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 this Manual. 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 6.3.7. 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 Manual.

## **DIVISION 7. MISCELLANEOUS**

### **Part 7.1. Nurse Staff Advisory Council**

UI Health Care is dedicated to providing the necessary staff to support the care, treatment, and services it provides, pursuant to HR.01.01.01 of the Joint Commission Accreditation Standards. Management will continue its current practice of developing staffing plans, monitoring staffing levels, variances and effectiveness. Though management retains the right to determine staffing

levels, the Nurse Staff Advisory Council (NSAC) may provide recommendations for safe and effective patient care. The Chief Nursing Officer, or his/her designee, shall chair the NSAC.

## **Part 7.2. Labor Management**

### **Section 7.2.1. Purpose**

The Labor-Management Committee is a forum for the exchange of ideas and information necessary to achieve solutions, when possible, to issues brought forward by members of the Committee, representing their constituencies.

### **Section 7.2.2. Meetings**

The committee shall meet no less than every other month. Committee members can agree to meet more often if required.

### **Section 7.2.3. Committee**

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

### **Section 7.2.4. Scope of Committee**

The committee may discuss the subjects of health and safety, human resources, care of patients and other items of interest. Nothing in this Part shall create any obligation on the parties. The committee shall have no power to amend, modify or supplement the terms of this Manual or to adopt, alter or amend the policies or practices of the Employer.

## **Part 7.3. 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.

## **Part 7.4. Access to Personnel Files**

### **Section 7.4.1.**

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

### **Section 7.4.2.**

Access to personnel files shall be limited to authorized management personnel and the employee or designee with the written authorization of the employee.

### **Section 7.4.3.**

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.

### **Part 7.5. 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.

### **Part 7.6. 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.

### **Part 7.7. Professional License or Certification Fees**

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

### **Part 7.8. Continuing Education**

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

### **Part 7.9. Human Rights**

UI Health Care hereby affirms and acknowledges its dedication to the promotion of human rights and the elimination of discrimination.

UI Health Care therefore affirms and supports the University's Policy on Human Rights which forbids differences in treatment based on protected characteristics identified therein and provides for equal opportunity and access to facilities for all (University Operations Manual (I-3.1).

Employees may utilize the human rights enforcement procedures established by the University policy or as provided by law. Employees may be accompanied by an advocate of the employee's choice when utilizing such procedures.

Nothing in this Manual shall be construed to restrict the University of Iowa from modifying its policy on Human Rights using its procedures for policy development and revision, including procedures through the University's Office of Equal Opportunity & Diversity and through the Charter Committee on Human Rights.

**APPENDIX A. CLASSIFICATIONS & FLSA STATUS**

\*Denotes non-exempt under Fair Labor Standard Act

Title	Class Code
Activity Therapist*	PD40
Advanced Electroneurodiagnostic/Intraoperative Monitoring Technologist Specialist	PD50
Advanced Registered Nurse Practitioner (Patient Care)	PT35
Andrology Technologist	PT45
Audiologist I	PD69
Audiologist II	PD68
Cardiac Rehabilitation Specialist I	PD74
Cardiac Rehabilitation Specialist II	PD76
Cardiovascular Perfusionist	PK83
Clinical Laboratory Technologist I	PK19
Clinical Pharmacist (Patient Care)	PK45
Clinical Psychologist	PD04
Clinical Service Specialist	PD13
Clinical Specialist - Rehabilitation Therapies	PD38
Counselor - Substance Abuse*	PD41
Critical Care/Neonatal ARNP	PT48
Cytogenetics Laboratory Specialist I	PT39
Cytogenetics Laboratory Specialist II	PT40
Cytotechnologist	PK51
Dental Hygienist	PD45
Dietitian I	PD60
Dietitian II	PD59
Dosimetrist I	PD72
Dosimetrist II	PK21
Echographic Diagnostic Assistant	PD42
Education Consultant	PS22



UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Educator	PD47
Electroneurodiagnostic Technologist*	PT47
Embryologist	PT20
Hospital Mortician*	PK36
Imaging Technologist*	PT44
Medical Laboratory Scientist	PT28
Medical Laboratory Technician	PT27
Neonatal Nurse Practitioner	PD70
Nuclear Medicine Technologist*	PK20
Nuclear Medicine Technologist (PET)*	PT01
Nurse Clinician	PD14
Occupational Therapist	PD31
Ophthalmic Photographer I	PT37
Ophthalmic Photographer II	PT38
Ophthalmic Professional I	PK81
Ophthalmic Professional II	PK80
Optician I	PD19
Optician II	PD11
Optometrist I	PK98
Optometrist II	PK53
Physical Therapist	PD35
Physician's Assistant	PD03
Polysomnographic Technologist*	PT51
Psychometrist	PD44
Radiation Therapist*	PT26
Rehabilitation Assistant	PD88
Respiratory Therapist*	PK71
Senior Activity Therapist	PD75
Senior Imaging Technologist*	PT16

UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Senior Nuclear Medicine Technologist*	PT05
Senior Nuclear Medicine Technologist (PET)*	PT08
Senior Occupational Therapist	PD30
Senior Physical Therapist	PD34
Senior Psychometrist	PD43
Senior Radiation Therapist*	PT04
Senior Respiratory Therapist	PK70
Social Work Specialist I	PD25
Social Work Specialist II (Patient Care)	PD39
Social Worker I	PD28
Social Worker II	PD27
Social Worker III	PD26
Sonographer*	PK77
Speech Pathologist I	PD66
Speech Pathologist II	PD65
Staff Nurse	PD20
Utilization Review Assistant	PK61

**APPENDIX B. 2017-2018 PAY SCALES**

Classification Title	Minimum	Maximum
Activity Therapist	38,794	61,566
Advanced Electroneurodiagnostic/Intraoperative monitoring Technologist Specialist	50,180	84,448
Advanced Registered Nurse Practitioner	79,402	132,766
Andrology Technologist	52,917	90,526
Audiologist I	52,949	85,330
Audiologist II	55,957	99,870
Cardiac Rehabilitation Specialist I	38,651	68,937
Cardiac Rehabilitation Specialist II	48,303	86,537
Cardiovascular Perfusionist	90,900	139,993
Clinical Laboratory Technologist I	44,413	81,546
Clinical Pharmacist (Patient Care)	100,671	147,275
Clinical Psychologist	59,007	116,916
Clinical Service Specialist	66,206	117,560
Clinical Specialist, Rehabilitation Therapies	61,929	116,341
Counselor – Substance Abuse	39,409	79,219
Critical Care/Neonatal ARNP	85,921	145,196
Cytogenetics Lab Specialist I	43,845	76,197
Cytogenetics Lab Specialist II	47,439	85,685
Cytotechnologist	55,355	90,526
Dental Hygienist	53,070	87,748
Dietitian I	42,120	73,238
Dietitian II	43,487	87,828
Dosimetrist I	71,463	91,291
Dosimetrist II	95,281	126,444
Echographic Diagnostic Assistant	51,897	88,776
Education Consultant	55,466	96,885
Educator	45,191	85,329

UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Electroneurodiagnostic Technologist	40,125	72,504
Embryologist	57,118	99,416
Hospital Mortician	37,874	73,238
Imaging Technologist	41,155	72,850
Medical Laboratory Scientist	45,372	85,685
Medical Laboratory Technician	41,970	71,456
Neonatal Nurse Practitioner	85,921	145,196
Nuclear Medicine Technologist	61,178	87,959
Nuclear Medicine Technologist (PET)	63,583	85,851
Nurse Clinical Specialist	55,466	93,183
Occupational Therapist	59,211	82,422
Ophthalmic Photographer I	35,669	70,077
Ophthalmic Photographer II	48,053	82,422
Ophthalmic Professional I	48,053	82,422
Ophthalmic Professional II	56,132	96,039
Optician I	35,669	70,077
Optician II	48,053	82,422
Optometrist I	71,100	121,641
Optometrist II	90,047	154,066
Physical Therapist	65,789	92,078
Physician Assistant	79,402	132,766
Polysomnographic Technologist	44,044	77,695
Psychometrist	37,529	70,077
Radiation Therapist	58,779	85,987
Rehabilitation Assistant	36,348	69,468
Respiratory Therapist	44,044	77,695
Senior Activity Therapist	42,423	72,182
Senior Imaging Technologist	45,645	83,452
Senior Nuclear Medicine Technologist	63,725	100,834

UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Senior Nuclear Medicine Technologist (PET)	66,130	101,475
Senior Occupational Therapist	61,706	95,232
Senior Physical Therapist	68,058	109,224
Senior Psychometrist	46,126	96,039
Senior Radiation Therapist	62,529	93,839
Senior Respiratory Therapist	52,466	90,526
Social Work Specialist I	46,126	95,540
Social Work Specialist II (Patient Care)	49,905	99,870
Social Worker I	36,433	72,504
Social Worker II	39,424	79,219
Social Worker III	42,646	85,330
Sonographer	55,778	93,451
Speech Pathologist I	51,926	85,330
Speech Pathologist II	54,877	99,870
Staff Nurse	52,179	88,598
Utilization Review Assistant	45,192	85,330

**APPENDIX C. 2018-2019 PAY SCALES**

Classification Title	Minimum	Maximum
Activity Therapist	39,182	62,797
Advanced Electroneurodiagnostic/Intraoperative monitoring Technologist Specialist	50,682	86,137
Advanced Registered Nurse Practitioner	80,196	135,421
Andrology Technologist	53,446	92,337
Audiologist I	53,478	87,037
Audiologist II	56,517	101,867
Cardiac Rehabilitation Specialist I	39,038	70,316
Cardiac Rehabilitation Specialist II	48,786	88,268
Cardiovascular Perfusionist	91,809	142,793
Clinical Laboratory Technologist I	44,857	83,177
Clinical Pharmacist (Patient Care)	101,678	150,221
Clinical Psychologist	59,597	119,254
Clinical Service Specialist	66,868	119,911
Clinical Specialist, Rehabilitation Therapies	62,548	118,668
Counselor – Substance Abuse	39,803	80,803
Critical Care/Neonatal ARNP	86,780	148,100
Cytogenetics Lab Specialist I	44,283	77,721
Cytogenetics Lab Specialist II	47,913	87,399
Cytotechnologist	55,909	92,337
Dental Hygienist	53,601	89,503
Dietitian I	42,541	74,703
Dietitian II	43,922	89,585
Dosimetrist I	72,178	93,117
Dosimetrist II	96,234	128,973
Echographic Diagnostic Assistant	52,416	90,552
Education Consultant	56,021	98,823

UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Educator	45,643	87,036
Electroneurodiagnostic Technologist	40,526	73,954
Embryologist	57,689	101,404
Hospital Mortician	38,253	74,703
Imaging Technologist	41,567	74,307
Medical Laboratory Scientist	45,826	87,399
Medical Laboratory Technician	42,390	72,885
Neonatal Nurse Practitioner	86,780	148,100
Nuclear Medicine Technologist	61,790	89,718
Nuclear Medicine Technologist (PET)	64,219	87,568
Nurse Clinical Specialist	56,021	95,047
Occupational Therapist	59,803	84,070
Ophthalmic Photographer I	36,026	71,479
Ophthalmic Photographer II	48,534	84,070
Ophthalmic Professional I	48,534	84,070
Ophthalmic Professional II	56,693	97,960
Optician I	36,026	71,479
Optician II	48,534	84,070
Optometrist I	71,811	124,074
Optometrist II	90,947	157,147
Physical Therapist	66,447	93,920
Physician Assistant	80,196	135,421
Polysomnographic Technologist	44,484	79,249
Psychometrist	37,904	71,479
Radiation Therapist	59,367	87,707
Rehabilitation Assistant	36,711	70,857
Respiratory Therapist	44,484	79,249
Senior Activity Therapist	42,847	73,626
Senior Imaging Technologist	46,101	85,121

UI Health Care Employee Manual for Staff Nurses & Allied Health Professionals

Senior Nuclear Medicine Technologist	64,362	102,851
Senior Nuclear Medicine Technologist (PET)	66,791	103,505
Senior Occupational Therapist	62,323	97,137
Senior Physical Therapist	68,739	111,408
Senior Psychometrist	46,587	97,960
Senior Radiation Therapist	63,154	95,716
Senior Respiratory Therapist	52,991	92,337
Social Work Specialist I	46,587	97,451
Social Work Specialist II (Patient Care)	50,404	101,867
Social Worker I	36,797	73,954
Social Worker II	39,818	80,803
Social Worker III	43,072	87,037
Sonographer	56,336	95,320
Speech Pathologist I	52,445	87,037
Speech Pathologist II	55,426	101,867
Staff Nurse	52,701	90,370
Utilization Review Assistant	45,644	87,037