HAMILTON CO. PUBLIC HOSPITAL / PATIENT CARE UNIT

06-07

HAMILTON HOSPITAL

and

HAMILTON HOSPITAL
PATIENT CARE UNIT, affiliated
with the IOWA NURSES ASSOCIATION

AGREEMENT

Effective July 1, 2006 to June 30, 2007

2006 MAY 23 PM 8:35
PUBLIC EMPLOYMENT
RELATIONS BOARD

PREAMBLE

The Hamilton Hospital ("Hospital") and Hamilton Hospital Patient Care Unit ("Unit"), a local bargaining unit affiliated with the Iowa Nurses~ Association ("Association"), enter into this Agreement for the purposes of setting forth their negotiated understanding regarding wages, hours, and other conditions of employment, promoting orderly and peaceful labor relations, providing safe and high quality patient care, establishing channels of communication, and creating procedures for resolving disputes.

ARTICLE 1 - RECOGNITION OF BARGAINING UNIT

1.1 The Hospital recognizes the Unit as exclusive bargaining representative for all bargaining unit members ("employees") including all:

> Registered Nurses (RNs) in all locations, including Staff Nurses I, and Education Nurse; Medical Laboratory Technologists (ASCP), BS, (NCA), HEW;; Employee Health Nurses; Home Care Assistant; Quality/Utilization Assistant/ Activity Director; Clinical Reimbursement Specialist; Staff Pharmacists; Staff Physical Therapists; Registered Respiratory Therapists; Social Workers; EMT's; Paramedics; Medical Laboratory Technicians (ASCP); Medical Laboratory Technicians (HEW); Laboratory Assistants; Physical Therapy Aides; Physical Therapy Assistants (licensed); Radiology Technicians I and II; Radiology Assistants; Respiratory Therapy Technicians, Certified; Licensed Practical Nurses (LPN); Nursing Assistant; Pharmacy Techs; OR Techs and Instrument/Central Services Technicians;; Educator; Staff Dietitian; Home Care Technician, Infection Control Officer, First Responder Driver, Nursing Assistant/Telemetry Tech.

and excluding all other hospital employees and all persons excluded by Section 20.4(5) of the Public Employment Relations Act.

1.2 The Hospital shall not establish or change jobs or job titles solely for the purpose of diluting the bargaining unit as identified above. It is understood and agreed, however, that this provision shall not limit the Hospital's right to promote employees from the bargaining unit to existing or future jobs classified outside the bargaining unit. In these circumstances, the employees will cease to be covered by the terms of this Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Hospital shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty and right to:

a. Direct the work of its employees.

b. Hire, promote, demote, transfer, assign and retain employees in positions within the Hospital.

c. Suspend or discharge employees for proper cause.

d. Maintain the efficiency of Hospital operations.

e. Relieve employees from duties because of lack of work or for other legitimate reasons.

f. Determine and implement methods, means, assignments and personnel by which the Hospital's operations are to be conducted.

g. Take such actions as may be necessary to carry out the mission of the Hospital.

h. Initiate, prepare, certify and administer its budget.

i. Exercise all powers and duties granted to the Hospital by law.

ARTICLE 3 - DEFINITIONS

3.1 Definition of full-time employee

A full-time employee is a regular employee who has completed the probationary period and is regularly scheduled by the Hospital to work at least seventy-two (72) hours per two week pay period.

3.2 Definition of part-time employee

A part-time employee is a regular employee who has completed the probationary period and is regularly scheduled by the Hospital to work less than seventy-two (72) hours but sixteen (16) hours or more per two-week pay period.

3.3 Definition of regular employee

A regular employee is one who has completed the probationary period and whose employment is intended to be regular rather than for a limited or temporary period or purpose.

3.4 Definition of probationary employee

A probationary employee is a newly hired employee who has not completed continuous service with the Hospital over a ninety (90) day period of time.

3.5 Definition of casual-PRN employee

A casual-PRN employee is one who has completed a ninety (90) day probationary period and who is not regularly scheduled to work more than sixteen (16) hours per two week period.

Casual-PRN employees are not covered by the terms of this Agreement.

3.6 Definition of temporary employee

A temporary employee is one whose employment is intended to be of a planned duration of not more than four (4) months. Any temporary employee may become regular by completing the probationary period. Temporary employees shall not be covered by the terms of this Agreement.

ARTICLE 4 - ASSOCIATION ACTIVITY

4.1 The Hospital and the Unit recognize the right of any employee to:

a. Organize, form, join or assist the American Nurses~ Association, the Iowa Nurses~ Association and the District Nurses~ Association or any other employee organization.

b. Negotiate collectively through representatives of their own choosing.

c. Engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection insofar as any such activity is not prohibited by Iowa Code Chapter 20 or any other law of the state of Iowa.

d. Refuse to join or participate in the activities of employee organizations, including the payment of any dues, fees or assessment or service fees of any type.

4.2 The Hospital and the Unit will not discourage, discriminate, or in any other way interfere with the right of any employee to exercise their section 4.1 rights or to refrain from becoming and/or remaining a member of the Association.

4.3 The Hospital will provide the Association or unit president a list of all employees covered by this Agreement twice a year. The list shall include the name, address, position, date of employment and hourly rate for each employee. FTEs will be provided yearly.

4.4 The Unit will designate six (6) stewards authorized to deal with the Hospital concerning grievances and problems arising under this Agreement. The unit president will notify the Human Resources Director of these designated stewards and any change in stewards. The Hospital shall provide a mailbox for these stewards in a location agreeable to the administrator and unit president.

4.5 The Hospital will provide the Unit and the Association use of a bulletin board in a location agreeable to the administrator and the unit president for the purpose of relaying information regarding Unit officers, meetings, business and information pertaining to the content or interpretation of this Agreement. The Unit and the Association shall be permitted to post

literature pertaining to Unit and Association membership, continuing education, meetings and business, or the content or interpretation of this agreement on these bulletin boards without prior approval by the Hospital.

4.6 During negotiations called for by this Agreement, the Hospital shall make reasonable efforts to relieve from scheduled duty those members of the Unit's bargaining team who are scheduled to work at the time of the negotiations. The Hospital shall make reasonable efforts to relieve from scheduled duty bargaining team members assigned to the 2300-0730 shift the night before or after negotiations.

ARTICLE 5 - GRIEVANCE AND ARBITRATION

5.1 The purpose of this article is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level. A grievance is a complaint that there has been a violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

5.2 Any dispute arising out of the application, interpretation or alleged violation of a specific term or terms of this Agreement shall be resolved by the parties as follows:

Step 1: Within seven (7) days of the occurrence giving rise to the dispute or within seven (7) days of when the employee knew or should have known of the occurrence giving rise to the dispute, the employee ("grievant") shall attempt to resolve the grievance informally by requesting a meeting with her/his immediate supervisor to discuss the matter. The meeting shall take place as soon as practicable. The immediate supervisor will answer the grievance orally within seven (7) days of its presentation.

Step 2: If the grievance is not resolved in Step 1, the grievant may proceed by reducing the grievance to writing and submitting it to the appropriate Department Head within seven (7) days after receipt of the immediate supervisor's oral answer. The written grievance shall state the relevant facts upon which it is based, the section(s) of this Agreement alleged to have been violated, and the relief sought. The Department Head will provide a written answer to the employee within seven (7) days after receipt of the written grievance. If the supervisor and Department Head are the same person, the grievant shall advance from Step 1 to Step 3.

Step 3: If the grievance is not resolved in Step 2, the grievant shall have the right to submit the grievance to the Assistant Administrator within ten (10) days of receipt of the answer in Step 2. The Assistant Administrator will provide a written answer to the grievant within ten (10) days of receipt of the written grievance.

Step 4: If the dispute is not resolved in Step 3, the grievant shall have the right to submit the written grievance to the Administrator within ten (10) days of

receipt of the answer in Step 3. The Administrator will provide a written answer to the grievant within ten (10) days of receipt of the written grievance.

Step 5: If the grievance is not resolved in Step 4, the grievant, with the Association's consent, may submit the grievance to a mutually agreed upon Arbitrator within ten (10) days of receipt of the Administrator's answer.

5.3 Any grievance involving a group of employees covered by this Agreement shall constitute a group grievance and the procedure shall begin with Step 3. In such cases, the written grievance will need to be submitted by the grievant and/or the Association within fifteen *(15)* days of the occurrence giving rise to the dispute or when all the grievants knew or should have known of the occurrence giving rise to dispute. The Administration shall have fifteen(15) days from the receipt of a group grievance to submit a written decision.

5.4 In the event the grievant requests arbitration, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within fourteen (14) days following receipt of the request for arbitration, they shall jointly request the Iowa Public Employment Relations Board to submit a panel of seven (7) arbitrators who have arbitration experience appropriate to the issue in dispute. The parties shall alternatively strike the names of arbitrators on the panel until one (1) remains. This person shall be the designated arbitrator.

5.5 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the express provisions of this Agreement. The arbitrator shall confine her/his decision to a determination based on the evidence presented at the arbitration hearing. Within that authority, the decision of the arbitrator shall be in writing and shall be final and binding on the Hospital, the Unit and the employee(s).

5.6 The expenses of the arbitrator and the expenses incidental to the arbitration hearing shall be shared equally by the Hospital and the Unit or Association; however, each party shall be responsible for the expense of its own attorney and any other representative participating in the arbitration.

5.7 In any discussion or meeting under this Article, the employee shall have the right to attend and to have a Unit representative and a representative of the Association present, but such presence shall not be required. The employee and Unit representative will not suffer the loss of wages as a result of attendance at these meetings.

5.8 Failure of the grievant to act on any grievance within the prescribed time limits shall constitute a permanent waiver and bar such grievance from further consideration. The failure of the immediate supervisor, Department Head, Assistant Administrator or Administrator to give an answer within the time limits shall permit the grievant to proceed to the next step. All time limits set forth in this Article may be extended by mutual agreement of the Hospital and the grievant and/or Unit.

ARTICLE 6 - HOURS OF WORK & OVERTIME

6.1 Work and Overtime

Each employee except for salaried professional employees defined in Section 7.3 shall be assigned to either an 8/80 or 40 hour workweek for purposes of determining overtime. Under an 8/80 schedule, an employee required by the Hospital to work more than eight (8) hours in a workday or more than 80 hours in a two week work period shall be paid at a rate of one and one~half times the employee's actual regular rate, including differentials, if applicable, for such hours worked in excess of eight per day or eighty (80) per two week work period. An employee on a forty (40) hour work week shall be paid at a rate of one and one-half times the employee's actual regular rate, including differentials, if applicable, for hours worked in excess of forty (40) per work week. Any PTO hours paid shall not be included in calculating hours worked for purposes of determining overtime. For purposes of PTO pay and seniority, salaried employees shall be deemed to work a 2080 hour year. Salaried employees shall not be paid overtime, wage differentials, on-call pay or call back pay.

6.2 Definition of Work Day

The work day for any employee is defined as a twenty-four (24) hour period beginning at the start of the employee's assigned shift. Employees assigned to a rotating shift shall have their work day defined as 0001 to 2400 hours.

6.3 Scheduling

6.3A Rotating shifts

The Department Head shall attempt to schedule employees hired for rotating shifts in accordance with the position for which they are hired and shall not schedule employees to work more than two (2) different shifts in a seven (7) day period, except with the agreement of the employee.

6.3B Posting Schedules

Work schedules will be posted at least two (2) weeks in advance. If the employee's work schedule is unacceptable, it will be the employee's responsibility to find a substitute that is acceptable to the Department Director and will not result in the Hospital incurring overtime pay expense.

6.3C Scheduled Time Off

Except when required to ensure continuous patient care and excluding on-call time, employees will receive a minimum of four (4) days off in each bi-weekly pay period. Employees shall not be routinely required to report to work unless they have been off duty for at least seven and one half (7 1/2) hours. An employee required to rotate to the 2300 to 0700 shift for two (2) or more consecutive shifts shall be scheduled so as to provide at least twenty-four (24) hours off

after the last shift worked.

6.3D Split Shifts

There shall be no split shifts (that is a shift broken by an off-duty period in excess of one (1) hour) unless mutually agreeable to both the employee and the Hospital.

6.4 Meals and Breaks

The Hospital will schedule employees to provide necessary time for rest and meal periods. Employees shall have an uninterrupted thirty (30) minute unpaid mealtime for each shift of eight hours or more. In the event an employee is unable to be absent from duty for such mealtime, the employee will be paid at his/her applicable rate, including differentials, if applicable, for the mealtime worked.

One fifteen *(15)* minute break shall be provided if possible for each four (4) hour period of work time. Break time shall be counted as work time. Unused break time cannot be used to extend any or all breaks or used to leave early at the end of the work shift. The Hospital shall provide fresh sandwiches, fresh fruit, canned juices and snacks for purchase by personnel working the 2300-0730 shift.

6.5 Weekend Pay

When necessary to maintain adequate staffing in departments in which employees are regularly scheduled to work seven (7) days per week and twenty-four (24) hours per day, the Hospital reserves the right to assign an employee to a second consecutive weekend, attempting to assure two (2) weekends off in four (4). If the employee is required to work an extra weekend or an extra weekend shift, beyond the regularly scheduled two (2) of four (4), the Hospital will compensate the employee at one and one-half times the employee's actual regular hourly rate, including differentials, if applicable, for time actually worked on a weekend in excess of two (2) in such four (4) week period.

6.6 Additional Overtime Provisions

If an employee commits to working an entire second consecutive shift of eight (8) hours, but does not work the full eight (8) hour shift, the employee shall be paid at the rate of time and one-half the employee's regular rate of pay, including differentials, if applicable, for each hour of work completed on the second consecutive shift.

6.7 Low Census Days

The Hospital reserves the right to adjust staffing in relationship to patient census. On days of low patient census, the Hospital may offer employees the opportunity to volunteer to use accrued PTO. If a voluntary agreement cannot be reached, the Hospital will attempt to observe the following guidelines in the reduction in employee's hours.

a. The Hospital will make a reasonable effort to equalize reduced hours among regular employees.

b. When the amount of normally scheduled hours of a full-time or regular part-time employee are cut back by the Hospital due to reduction in patient census, the employee shall have the option of taking an accrued PTO day rather than a day without pay.

c. The Hospital will give two (2) hours notice to the employee(s) affected.

d. The Hospital will attempt to reduce the hours of employees in the following order:

   1. temporary employees

   2. probationary employees, then

   3. regular employees.

e. An employee's employment status, seniority and benefits shall not be affected by a reduction in hours.

6.8 Required Meetings

Time actually spent by employees at required meetings shall be considered working time. Required in-service meetings will be videotaped to be shown at times convenient to all shifts.

6.9 Day Off Premium Pay

Full-time employees who are requested by the Hospital to work any hours on their regularly scheduled day off shall receive an additional $3.00 per hour for each hour worked.

6.10 Weekend Package

The Hospital and employees may mutually agree upon an alternative weekend work schedule. Work schedules established pursuant to the provisions of this Article shall be subject to the following conditions:

a. Affected employees in the unit shall have an opportunity to review any alternative work schedule prior to the implementation of the schedule.

b. Employees who agree to work an alternative weekend schedule shall be committed to working the schedule for a minimum of six months.

c. Administration of the overtime premium will be adjusted for employees working alternative schedules.

d. Time off will be earned in accordance with the provisions of the alternative schedules, as opposed to the provisions of the remainder of this contract.

Employees working alternative weekend schedules shall be paid pursuant to the terms of the alternative schedules, as opposed to the provisions of the remainder of this contract.

ARTICLE 7 - WAGES AND DIFFERENTIALS

7.1 Starting Wage Guideline

All employees currently receiving a wage less than that of the new starting wage scale shall be brought up to the starting wage scale beginning with the first pay period in July 2006.

Position	7/1/2006 Starting Wages	7/1/2006 Wage Maximum
Clinical Reimbursement Specialist	$17.03	$25.13
Education Nurse	$17.03	$25.13
Educator	$13.22	$25.36
Emergency Medical Technician	$9.52	$14.18
Employee Health Nurse	$15.93	$25.13
First Responder Driver	$8 64	$12.87
Home Care Assistant	$9.01	$12.59
Infection Control Officer	$17.03	$27.65
Ins/Central Service Technician	$8.86	$13.01
Licensed Practical Nurse (LPN)	$11.67	$16.89
Medical Lab Assistant (CMA)	$10.13	$14.81
Medical Lab Tech (MLT)	$13.89	$19.85
Medical Technologist BS (ASCP) or BS (CLS) and Medical Technologist HEW	$15.84	$22.78
Nursing Assistant	$9.10	$12.41
Nursing Assistant/Telemetry Tech	$10.48	$13.52
OR Technician	$11.67	$16.89
Paramedic	$12.11	$16.97
Pharmacy Technician	$9.85	$15.68
Physical Therapy Aide	$8.43	$12.59
Physical Therapy Assistant (Licensed)	$12.28	$18.24
Physical Therapy Technician	$8.64	$12.87
Radiology Assistant	$8.22	$11.73
Radiology Tech I	$14.43	$21.16
Radiology Tech II	$17.43	$24.26
Respiratory Therapist, Registered	$15.09	$21.83
Respiratory Therapy Technician, Certified (Certified)	$12.33	$19.43

Social Worker	$13.95	$20.19
Staff Dietitian	$17.68	$25.55
Staff Nurse I	$17.03	$25.13
Staff Pharmacist	$62,455.12	$91,774.80
Staff Physical Therapist	$51,617.66.	$67,429.10
Utilization Assistant/Activity Director	$11.67	$16.89

Employees who transfer from one position to another covered by this agreement shall be paid at a rate equal to the starting wage of their new position increased three percent for each year of the employee's seniority up to three years.

The clinical ladder wage rates for Registered Nurses shall be as follows:

(i) Level II three percent over base wage
(ii) Level III six percent over base wage
(iii) Level IV ten percent over base wage

Paramedics who are newly certified by the State of Iowa as paramedic specialists shall receive an additional *2.5%* pay per hour beginning in the pay period after which the Hospital is provided written proof of such certification.

7.2 Wage Rate - Hourly Employees

Employees employed pursuant this agreement shall receive a wage increase in the first pay period of July 2006 as follows:

(1) Employees in the following positions will receive a wage increase of 4%.
Nursing Assistant
Pharmacy Technician
Pharmacist

(2) Employee in all other positions will receive a wage increase of 3.6%.

7.3 Wage Rates - Salaried Employees

For purposes of PTO and seniority, salaried employees shall be deemed to work a 2080 hour year. Salaried employees shall not be paid overtime, wage differentials, on-call pay or call back pay.

Part-time employees will be paid overtime for hours worked over 40 in a work week. They will not receive wage differentials, on call pay, or call back pay. The hourly rate will be determined by dividing the salary by 2080 hours.

7.4 A change in an employee's classification status will change an employee's accrued hours for purposes of wages but not for purposes of PTO and seniority.

7.5 Pyramiding

Except for holiday pay provided pursuant to section 16.7 and day off premium pay provided pursuant to section 6.9, employees' pay under more than one provision of this Agreement, and for the same hours worked, shall not be pyramided.

7.6 Wage Differentials

Wage differentials over and above an employee's regular rate of pay shall be the following:

Evening differential (1500-2300): One dollar ($1.00) per hour

Night differential (2300-0700): One dollar and fifty cents ($1.50) per hour

7.7 Wage Credit

Wage credit under this agreement for newly employed registered nurses shall be calculated as 100% of each year (2080 = one (1) year) of registered nursing experience in a hospital or equivalent experience, and fifty (50) percent of registered nursing experience in non-hospital settings. Wage credit under this agreement for individuals currently employed by the Hospital transferring from the LPN or OR tech job classifications to the RN job classification shall be calculated at fifty (50) percent of each year of LPN or OR tech experience. The Hospital may, in its discretion, pay any other newly hired employees rates higher than those specified in the wage and salary schedules set forth in Sections 7.1-7.3 based upon prior experience or job market conditions.

ARTICLE 8 -ON CALL AND CALL BACK PAY

8.1 An employee who must take call as a regular part of her/his responsibility shall be paid $1.25 per hour for call time. If an employee is on call for more than eighty (80) hours in a two week pay period or more than four weekend days in a four week period, the employee will be paid at the rate of $1.75 per hour for on call time in excess of the eighty (80) hours or four weekend days. Weekend days are defined as a Saturday or a Sunday.

8.2 Except for employees on call for a regularly scheduled shift, an employee called back to work while on call shall be paid at the rate of time and one-half employee's regular rate of pay, excluding differentials.

8.3 An employee on call and called back to work will be guaranteed a minimum of one hour of pay but must either remain in her/his department for one hour, or if he/she leaves and is called back within that hour, he/she will not receive additional compensation for that hour.

8.4 Any employee who is placed on call in lieu of a scheduled shift shall be paid the on call rate for the entire shift.

8.5 Call time will be equitably distributed between qualified full and part-time employees.

8.6 Each employee on call shall be supplied with a beeper.

8.7 An employee who is scheduled to take call on holiday hours as defined in Section 16.7 shall be paid at the rate of $2.00 per hour for call time (instead of the $1.25 rate set forth in Section 8.1).

8.8 Employees who are not on call and who respond to a disaster or trauma alert will be guaranteed a minimum of one hour of pay, at one and one half times the normal rate of pay, exclusive of differentials.

ARTICLE 9 - PROBATION

9.1 The Hospital reserves the right to terminate probationary employees without notice or pay, and such termination shall not be subject to provisions of Article 5. Probationary employees are not required to give two (2) weeks notice of intention to resign or terminate. The probationary employee is not eligible for leave time except holiday pay during the probationary period, but all benefits will accrue from the date of hire.

ARTICLE 10 - PART-TIME EMPLOYEES

10.1 Part-time employees covered by this Agreement shall accrue PTO hours according to the number of hours actually worked. Part-time employees who are required to work one of the recognized holidays set forth in Section 16.7 shall be paid at a rate of one and one-half times the employee's actual rate of pay.

10.2 All earned, accrued, and accumulated PTO will remain in effect and on the employee's record if an employee reduces her/his hours from full-time to part-time.

ARTICLE 11- USE OF REGULAR EMPLOYEES

11.1 The Hospital and the Unit agree that regular full-time and part-time employees are most likely to provide the most desirable level of care. The Hospital's basic policy shall be to use such employees to the exclusion of temporary or casual-PRN employees except in unavoidable situations where no other means of providing necessary staffing are available. Such employees shall be used only as a supplement to and not in lieu of full and part-time employees but shall be required to fill temporary transfers on a rotating basis with regular employees. The Hospital shall maintain all reasonable steps to reduce and minimize reliance on temporary agency personnel.

11.2 The Hospital shall insure that there will not be increased assignment of any of its staff to night, evening, holiday or weekend duty as a result of the use of temporary or casual-PRN employees.

ARTICLE 12 - SENIORITY

12.1 Seniority is defined as the length of time an employee has been continuously employed by the Hospital calculated from the last date of hire. Seniority, or length of employment, for full and part-time employees shall be based on 2,080 hours of work for each year of seniority granted.

12.2 For purposes of seniority, hours of work include actual hours worked plus PTO hours.

12.3 A low census day will not adversely affect any employee rights under PTO hour accumulation, seniority or other benefits.

12.4 Seniority shall continue to accrue during attendance at continuing education workshops, low census days, and paid time off.

12.5 Seniority shall be retained, but not accumulated, during approved leaves of absence, and during layoffs.

12.6 Seniority shall terminate upon termination of employment, failure to report back to work after a layoff, or failure to return from an authorized leave of absence within the required time limits. However, if the employee has a singular break in service of less than six (6) months, the employee's prior hours of service shall be added.

ARTICLE 13 - JOB DESCRIPTION AND EVALUATION

13.1 All employees will be provided with a written copy of their job description.

13.2 Evaluation of employees shall include their performance based on the duties and responsibilities outlined in their job description as well as their obligations under the Employee Handbook.

13.3 All newly employed employees shall be oriented to the evaluation instrument and procedure to be utilized by the Hospital.

13.4 All newly employed full- and part-time employees shall have an evaluation of their work performance on or about the end of the ninety day probationary period, and again at six (6) months if there were recognized problems at the end of three months, twelve (12) months and annually thereafter during the quarter of the anniversary date of hire. At the Department Director's discretion, the probationary period may be extended for sixty days for unsatisfactory performance. The employee will receive a copy of performance evaluations within 10 days of their completion.

13.5 Each employee shall be told by whom she/he has been observed for the purpose of

evaluation.

13.6 All employees will be given the opportunity to add written comments to their evaluation. The written comments will become a regular part of the employee's personnel file. A signature on the evaluation only indicates that the employee has read the evaluation; it does not necessarily mean that the employee is in agreement with the evaluation.

13.7 An employee shall have the right to review her/his personnel file and make copies of documents therein.

ARTICLE 14 - JOB VACANCIES

14.1 Equal Opportunity Statement

All employment decisions including recruitment, hiring and filling of vacancies in all job classifications will be conducted without regard to race, color, religion, national origin, age, disability, or sex. All policies will comply with federal, state and local laws and regulations.

14.2 Filling Posted Positions

Notice of vacancies in regular full-time or regular part-time positions which the Hospital desires to fill will be posted on the Human Resources Bulletin Board for a period of five (5) working days.

14.3 The first consideration for promotion to new positions and vacancies covered by this Agreement shall be given to the Hospital's employees. If more than one employee applies for such vacancy, the vacancy will be filled on the basis of the skills and abilities, qualifications and work record of such applicants, as relevant to the vacant position; and if they are equal, selection will be made on the basis of the seniority of applicants.

Applicants who are not selected shall be informed of the reason(s) why they were not chosen for the position in writing within five (5) working days from the time the position is filled.

14.4 If no employee with the requisite skills, abilities, qualifications and work records applies, the Hospital may fill the vacancy from any source.

14.5 Dates of Transfer

Any employee covered by this Agreement who is selected for a new position shall be moved into the new position, whenever possible, within thirty (30) days, and in no event more than sixty (60) days without the agreement of the employee.

Any employee accepting a new position or transfer to a new position or change of shift rotation must remain in that position or rotation for a minimum of six (6) months before being eligible to apply for another posted vacancy or rotating shift. This six (6) month requirement may

be waived by mutual agreement of the employee and the Hospital.

ARTICLE 15 - EMPLOYEE HANDBOOK

15.1 General Hospital policies and procedures described in the Hospital's Employee Handbook and not inconsistent with the terms of this Agreement shall pertain to employees covered by this Agreement.

15.2 In the event the Hospital determines to modify or abolish policies, practices, rules, or regulations applicable to employees which are contained in the Employee Handbook, or establish new policies, practices, rules, or regulations applicable to employees, it shall post notice of its intent to do and furnish a copy of such policies, practices, rules or regulations to the Unit President fourteen (14) days prior to the effective date of the change.

15.3 Hospital benefits, procedures, and policies shall not be inconsistent with this contract.

ARTICLE 16 - PAID TIME OFF

16.1 All employees covered by this Agreement will accrue PTO from their first day of work. Accrued PTO may be taken at any time with Department Director or Administrative approval. PTO hours are to be used for vacations, holidays and sick days. Part time employees may only take PTO equal to the hours they are scheduled (i.e. a 36 hour employee may only take 36 hours of PTO).

16.2 All full-time employees who complete the following years of continuous service accrue PTO hours according to the following schedule:

Years of Service Completed	PTO Accrued per Hour Paid
0 through 5	.085
6 through 10	.104
11 through 15	.124
16 and over	.143

16.3 Part-time employees who complete the following years of continuous service accrue PTO hours according to the following schedule:

Years of Service Completed	PTO Accrued per Hour Paid
0 through 5	.074
6 through 10	.093
11 through 15	.112
16 and over	.131

16.4 Employees shall be paid for any PTO hours accrued above 250 hours at a rate of fifty percent (5 0%) per hour in excess of 250. Such payment and PTO reduction shall occur in the first pay period in November of each year.

16.5 The Hospital reserves the right to schedule PTO used for vacation purposes in order to assure proper and adequate patient care. PTO time used for vacation must be requested thirty (30) days prior to posting of the schedule containing the starting date of vacation. Vacations requested less than the required time may or may not be granted.

16.6 The amount of PTO pay to which an employee is entitled will be based on his/her regular straight time hourly rate, excluding all differentials, in effect at the time PTO is taken.

16.7 The Hospital recognizes these legal holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day and Christmas Day.

All employees who work a holiday listed above shall be paid one and one-half times their regular rate of pay, including differentials, if applicable.

For employees normally scheduled Monday through Friday, a holiday falling on Saturday is observed on Friday and a holiday falling on Sunday is observed on Monday.

16.8 In order to promote equitable distribution of holidays, when possible, employees will not be scheduled to work the same holiday two (2) consecutive years, unless by request.

16.9 Holidays shall begin at 2300 hours the day before the holiday and end at 2330 hours the day of the holiday, except Christmas and New Year's, which shall begin at 1500 hours the day before the holiday and end at 2330 hours the day of the holiday. An employee is eligible for a premium rate as specified in Section 16.7 for up to two shifts worked on the Christmas and New Year holiday.

16.10 Upon separation from the Hospital, an employee will be paid for the balance of earned, unused PTO hours at 100% for hours up to and including 250, and at 50% for hours exceeding 250, at their regular rate of pay, exclusive of differentials, if they give proper notice of termination as required in Article 21. Upon the death of an employee, this balance will be paid at 100% to the employee's estate.

ARTICLE 17-SICK LEAVE

17.1 Except in cases of medical emergency requiring hospitalization or immediate treatment, to be eligible to receive sick pay, an employee must notify his/her immediate supervisor or department head of the absence as far in advance as possible, but at a minimum of two (2) hours prior to the commencement of his/her assigned shift. If an employee misses more than two (2) days of work, he/she must provide a physician's statement to receive sick pay. Time off for elective surgery must be requested prior to posting of the schedule in which the elective surgery will occur. In order to assure proper and adequate care, this request may or may not be granted.

17.2 A physician's statement, which shall be documented on the Salary Security

Disability Forms, must be submitted to Human Resources by 9:00 a.m. on the Monday following the end of the pay period, to be included in the employee's next payroll check.

ARTICLE 18 - LEAVES OF ABSENCE

18.1 Leaves of Absence with Pay

18.1A Jury Duty

Employees required to perform jury duty must immediately advise their supervisor by presenting the notification for verification of jury duty. The employee will be paid his/her regular hourly rate, exclusive of differentials, when jury duty is required during the employee's regularly scheduled work hours. All monies received by an employee as compensation for jury duty may be retained by the employee. If the employee is released from jury duty or is not chosen to sit on ajury during his/her regularly scheduled work hours, he/she will immediately report to work. Employees must report for work the next scheduled day of work following jury service.

18.1 B Funeral Leave

Time off with pay, at an employee's regular hourly rate, exclusive of differentials, will be paid to full-time employees for up to three (3) regularly scheduled work days to arrange for and attend the funeral of a member of the immediate family. Immediate family is defined as an employee's spouse, natural, foster or step-child, natural, foster or step-grandchild, natural, foster or step-parent, grandparent, sister, brother, father or mother of present or deceased spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law or relative residing in the employee's home. If needed, time in excess of three days may be taken from PTO if available. If PTO time is not available, time off in excess of three days may be requested according to Article 18.2. Time off with pay will be granted to part-time employees for one (1) eight hour day for the above circumstances.

Time off without pay to attend the funeral of other relatives and friends may be granted at the discretion of the employee's supervisor or department director. As much advance notice as is possible under the circumstances should be given.

Time off without loss of pay may be granted to employee, at the discretion of the Department Director, to attend funerals as representatives of the Hospital.

18.2 Leaves of Absence Without Pay

18.2A A personal leave of absence without pay may be granted by the Hospital. A written request for a leave must be submitted to the Department Director at least thirty (30) days in advance, showing the reason for the request and the beginning and ending dates of the leave. Employees must contact the Human Resources Department for assistance in preparation of the formal request and to review the leave policy, which sets out the duration of the leave, benefit status, etc.

18.2B A personal leave of absence for reasons other than military duty, reserve duty or work-related injury or illness may be granted on an individual basis at the sole discretion of the Department Director and Administrator. The thirty (30) day leave requirement may be waived in an emergency, at the discretion of the Department Director and Administrator. Leaves include, but are not limited to educational, travel, illness in family, medical or personal problems and adoption of a child.

18.2C Conditions

Full-time and part-time regular employees may receive a leave of absence providing:

Should the leave of absence be granted, the employee will not lose any accumulated benefits, but benefits will not accrue during the absence period. Both leave and employment shall terminate if the employee engages in other employment.

The employee shall pay the total cost for group health insurance and life insurance benefits while on personal leave.

An employee on leave of absence shall remit health insurance premium payments to the Hospital on or before the group due date for payment.

Salary security continuation benefit coverage will end from the day the leave starts until the day the employee returns to work.

Upon return to work, the employee will immediately be covered by salary security.

Failure to return on the agreed date of return will result in retroactive termination of the starting date of the leave.

18.3 Military Leave of Absence

The Hospital will comply with all applicable Federal and Iowa law concerning military leaves of absence.

18.4 Educational

An unpaid education leave for up to one year may be approved by the Department Director and Administrator upon thirty days written notice.

18.5 Association Leave

The Hospital agrees to grant, on sixty (60) days prior to notice, up to two (2) days off without pay to a maximum of two (2) employees to attend an INA convention.

ARTICLE 19 - BENEFITS

19.1 Group Health Insurance

19.1A On the first day of the month following the ninety (90) day probationary period, full-time regular employees regularly scheduled to work 36 or more hours per week shall be eligible for group health insurance coverage. Employees shall pay $20.00 toward the cost of each generic prescription and $40.00 for each name-brand prescription under the insurance drug card feature. There shall be an open enrollment period from May 1, 2006 to June 1, 2006.

Employees shall pay $15 co-pay for office visits at Hamilton Hospital–employed providers and $25 co-pay for office visits at other than Hamilton Hospital–employed providers.

Insurance plan will pay a maximum of $20,000 or 30 days per year for private-duty nursing.

Insurance plan will limit to 30 visits per year for Outpatient PT, OT and Speech Therapy combined with additional visits allowed, up to 60 per year, with case management approval.

Insurance plan will limit to 40 home health visits per year by RN, LPN, aides or therapists in a home setting, with additional visits allowed with case management approval.

19.1 B Full-time employees shall pay $60.00 per month towards the cost of single PPO health insurance coverage or $25.00 per month toward the cost of single, $1,000 deductible health insurance coverage.

19.1C On the first day of the month following the ninety (90) day probationary period, part-time regular employees are eligible for single coverage.

19.1 D Part-time regular employees must complete a health statement and pay the full premium for their single coverage.

19.1 E Family PPO health insurance or $1,000 deductible health insurance coverage is available to regular full-time employees. Employees who elect family health insurance coverage through a PPO health insurance product shall be required to pay 50% of the cost of the family health insurance coverage, or $1,000 deductible health insurance product shall be required to pay 33% of the cost of the family health insurance coverage.

19.1 F Booklets outlining the insurance program will be made available to eligible employees.

19.1 G During the term of this Agreement if the Hospital chooses to change health insurance carriers, it shall provide equal or greater benefits to employees.

19.2 Life Insurance

On the first day of the month following the ninety (90) day probationary period, full-time regular employees will be eligible for life insurance equal to the employee's annual salary to the nearest $1000. The employee's contribution is $1.00 per month.

19.3 Short Term Disability Insurance

On the first day of the month following the ninety (90) day probationary period, the Hospital shall provide short term disability insurance for all full-time regular employees. The short term disability insurance shall begin after 32 hours of regularly scheduled working hours have been missed due to illness or injury. The maximum benefit period is 52 weeks. The insurance will compensate the employee 60% of regular rate, excluding differentials. To supplement his/her benefit under this provision an employee may use one-fifth of an accumulated PTO day for each day of short term disability benefit.

19.3A During the term of this Agreement if the Hospital chooses to change short term disability carriers it shall provide equal or greater benefits to employees.

19.4 Employee Health Services

The Hospital shall provide an employee health nurse to conduct limited health examinations, provide vaccines, and consult with employees in health matters.

19.5 Hospital Services

The Hospital shall provide employees a cafeteria and parking facilities.

19.6 Educational Assistance

Full-time regular employees with six consecutive months of employment are eligible for tuition reimbursement for job-related courses. Written application to and approval by the administration is required. An employee successfully completing college course for credit are eligible for up to $750 in tuition assistance per fiscal year. Fifty percent of the tuition will be paid at the beginning of the course and fifty percent upon completion of the course. Employees must maintain a "C" grade or higher to be eligible for reimbursement. The employee authorizes a payroll deduction from the paycheck if he/she receives a grade "D" or "F" or terminates employment within 12 months after the check is issued.

19.6A All regular employees whose licensure requires Continuing Medical Education will be reimbursed up to $300 for expenses incurred during a calendar year, January 1 - December 31. Request for payments of CME must be made to Human

Resources by March 31, June 30, September 30, December 31.

19.7 Tax Sheltered Annuity

The Hospital shall continue to provide a payroll deduction for a Public Employees Deferred Compensation.

19.8 Flexible 125 Cafeteria Plan

The Hospital shall continue to provide a Flexible 125 Cafeteria Plan or an equivalent plan.

19.9 Cancer Insurance

The Hospital shall offer payroll deduction services for a cancer policy premium.

19.10 Uniforms

The Hospital will designate a joint employee-management committee to determine when employees' uniforms, destroyed as a result of their work, and not due to ordinary wear and tear, shall be replaced. The Hospital will reimburse employees for the cost of such replacements. The Committee's determinations shall not be subject to the provisions of Article 5.

ARTICLE 20 - EMPLOYEE ORIENTATION

20.1 General Orientation

All employees will receive a paid orientation to the Hospital. Each employee will receive orientation to the shift to which they are hired.

20.2 Transfer Orientation

All employees who transfer to a different employee classification or to a new department will receive paid orientation regarding clinical practices and the policies and procedures of the new classification or new department.

20.3 The Hospital will provide all new employees with a copy of the Hospital's Employee Handbook and this Agreement during orientation.

20.4 Staffing

During orientation, an employee will progressively assume departmental duties as evidence of proficiency of these duties is proven by either demonstration or documented educational training. Under normal conditions, an RN or an LPN shall not be counted as filling a position in the basic staffing guide during orientation.

ARTICLE 21 - TERMINATION OF EMPLOYMENT

21.1 Notice Required

All employees are required to give two (2) weeks notice of their intention to terminate their position at the Hospital unless their job descriptions require a longer notice period.

21.2 Termination/Retirement Benefits

All accrued PTO will be paid out upon termination pursuant to Article 16.10, after proper notice. No payment of PTO will be made if the employee terminates during the ninety (90) day probationary period.

21.3 Retirement is included under this article.

ARTICLE 22 - PAYROLL DEDUCTION

22.1 The Hospital agrees to deduct Association dues from the pay of any employee who executes an authorization form to be agreed upon by the Association and the Hospital. Dues shall be deducted in monthly installments and authorizations once filed with the Hospital shall continue in effect until terminated by the employee giving at least thirty (30) days written notice of such revocation to the Hospital. The amounts deducted shall be certified by the Hospital to the Association's Treasurer, along with a list of employees, with their pay rates and job classifications, for whom deductions have been made.

22.2 The Association agrees to hold the Hospital harmless from any liability incurred by the deduction of Association dues from the wages of any employee in the bargaining unit as provided in this Article.

22.3 The Hospital shall continue payroll deduction of credit union, retirement and any other payroll deduction currently offered.

ARTICLE 23 - EDUCATION

23.1 The Hospital will offer general in-service educational programs, free of charge, to all employees covered by this Agreement. These programs will be made accessible to all shifts.

23.2 Should the Hospital require an employee to attend a specific job related program, the Hospital will reimburse tuition and registration fees, actual hours spent in in-service educational programs at the employee's regular hourly wage excluding differentials, and lodging and transportation (at .28 cents per mile) where applicable. Prior approval is required. The employee will be responsible for keeping all vouchers and receipts to prove attendance before he/she will be reimbursed.

ARTICLE 24 - STAFF REDUCTIONS

24.1 In the event that it is necessary for the Hospital to lay off employees, employees shall be laid off within job classifications. Registered nurses in Staff Nurse Classifications II, III or IV may include seniority in lower registered nurse classifications for purposes of this article.

24.2 Within each job classification employees whose abilities and qualifications are substantially equal shall be laid off on the basis of reverse seniority with job classifications.

24.3 All employees who are laid off have the right to receive accrued benefits in the same manner as a terminated employee.

24.4 The employee shall receive two (2) weeks notice of a reduction in staffing pursuant to this article.

24.5 Recall

If there has been a layoff, the Hospital shall not employ new employees for affected job classifications until all employees holding seniority and recall rights have been recalled or given the opportunity to be recalled. Recall shall be in the reverse order of the layoff and to any position for which the employee is qualified. If an employee is recalled to his/her former position, and elects not to accept recall to such position, such refusal will be treated as termination. Employees having been laid off for one (1) year lose all recall rights.

ARTICLE 25 - PAYROLL CORRECTIONS

If an error is made in the calculation of an employee's pay check that is over $25.00 and attributable to the Department Head or payroll office, the Hospital will issue a special check for the amount within two (2) business days. If the error is less than $25.00 or attributable to the employee, the amount will be added to the employee's next pay check.

ARTICLE 26 - SEPARABILITY

It is the belief of the parties hereto that all clauses and provisions of this Agreement are lawful. If, however, any portion of this Agreement is determined by the courts or proper governmental agencies to be contrary to any state or federal law, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that the remainder of this Agreement remain in full force and effect. The Hospital and the Association agree to jointly revise those portions that are determined invalid to conform with state and federal laws.

ARTICLE 27 - DURATION

This Agreement is effective on July 1, 2006, and will continue in full force and effect without change until midnight on June 30, 2007. This Agreement may be reopened for negotiations upon written notice by one party to the other no later than October 15, 2006, and

any negotiated changes in such provisions shall be effective on July 1, 2007.

HAMILTON HOSPITAL

Peter Schneider

Deb Thielen

Alice Heinricks

HAMILTON HOSPITAL PATIENT CARE UNIT, affiliated with the IOWA NURSES ASSOCIATION

Denise Helwick

Kris Martin

HAMILTON COUNTY PUBLIC HOSPITAL

AND

HAMILTON COUNTY PUBLIC HOSPITAL PATIENT CARE UNIT, affiliated with the IOWA NURSES ASSOCIATION

The undersigned representatives of Hamilton County Public Hospital (HCPH) and Hamilton County Public Hospital Patient Care Unit, affiliated with the Iowa Nurses Association (PCU) agree as follows:

RECITALS

A. HCPH and PCU are parties to a collective bargaining agreement covering the time period from July 1, 2005 to June 30, 2006.

B. To amend Section 7.1 Starting Wage Guideline to include the position of "Nursing Clinical Reimbursement Coding Specialist" with a starting wage of $16.44 per hour and a wage maximum of $24.26 per hour effective May 14, 2006.

THEREFORE, the parties agree as follows:

1. The collective bargaining agreement shall be amended by revising Section7.1 as follows:

Position	Starting Wage	Wage Maximum
Nursing Clinical Reimbursement Coding Specialist	$16.44	$24.26

Dated this 12 day of May, 2006.

HAMILTON COUNTY PUBLIC HOSPITAL

HAMILTON COUNTY PUBLIC HOSPITAL PATIENT CARE UNIT
Affiliated with the Iowa Nurses Association