Palo Alto Co. Hosp.	Empl Assn. (Patient Care)	7/1/2006	6/30/2007

PALO ALTO CO. HOSPITAL | EMPL. ASSN. (PATIENT CARE) 06-07

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ASSOCIATION OF PALO ALTO COUNTY HOSPITAL EMPLOYEES

AND

PALO ALTO COUNTY HEALTH SYSTEM d/b/a PALO ALTO COUNTY HOSPITAL

JULY 1, 2006 – JUNE 30, 2007

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This "Agreement" is entered into at Emmetsburg, Iowa, by and between Palo Alto County Health System d/b/a Palo Alto County Hospital, hereinafter referred to as "PACHS", and the Association of Palo Alto County Hospital Employees, hereinafter referred to as "APACHE".

In consideration of the covenant hereinafter contained by and on behalf of PACHS and APACHE, it is mutually agreed as follows:

ARTICLE 1

Intent and Purpose

1.1 The parties recognize and declare the necessity of providing the most efficient and highest quality health care services to the citizens of Palo Alto County, Iowa, at the lowest possible cost.

1.2 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining; to promote orderly, peaceful, harmonious and cooperative relationships between PACHS, its employees covered by this Agreement, APACHE, and the public, to the end that there will be no work slow downs, stoppages, strikes, interruptions of work and other interference with the orderly, effective, economic and efficient operation of PACHS; to assure and enhance the orderly, effective, economic and efficient operation of PACHS in order to provide for the health and welfare of the citizens of Palo Alto County, and to promote the prompt and efficient performance of work assigned to employees.

ARTICLE 2

Association Certification

2.1 On November 6, 1980, the Association was certified by the Iowa Public Employment Relations Board in Case No. 1716 as the bargaining agent for certain Hospital employees. On May 20, 1988, an Amendment was certified by the Iowa Public Employment Relations Board, Case No. 3701, to read as follows:

INCLUDED: All regular full-time and regular part-time employees employed by the Palo Alto County Hospital located in Emmetsburg, Iowa.

EXCLUDED: Administrator, Controller, Administrative Secretary, Director(s) House Supervisors, Department Heads (Maintenance, X-Ray/Lab, Ambulance Service, Medical Records, Pharmacy, Housekeeping, Purchasing), P.S.R.O. Nurse, In-Service Education/Community Education, Quality Assurance Coordinator, students, on-call employees, medical and dental staff, independent contractors, consultants and all others excluded by Section 4 of the Act.

ARTICLE 3

Definitions

3.1 A full-time employee is an employee who has completed the orientation period and is regularly scheduled to work seventy-two (72) or more hours per two (2) week period.

3.2 A part-time employee is an employee who has completed the orientation period and is regularly scheduled to work an average of sixteen (16) to seventy-one (71) hours per two (2) week period.

3.3 PRN and temporary employees, including those hired to cover situations such as emergencies or replacements for absenteeism or vacations, are not covered under this Agreement.

3.4 A orientation employee is one who has not completed ninety (90) calendar days of continuous service as a full-time or part-time employee.

3.5 The word "employee", when used in this Agreement, shall mean a person who has completed the orientation period.

ARTICLE 4

Grievance Procedure

4.1 The purpose of this procedure is to provide an orderly process for the prompt resolution of a claimed grievance at the lowest possible level.

4.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement, which alleges that there has been a violation of a specific provision of this Agreement, by PACHS.

4.3 Should an employee claim a grievance, it shall be processed in the following manner:

Step One: An employee who claims a grievance shall promptly attempt to resolve the grievance informally within five (5) days after the occurrence upon which the grievance is based. An informal discussion with the immediate supervisor will take place. The immediate supervisor will give an oral response to the grievance within five (5) days after the grievance was presented.

Step Two: If the grievant wishes to appeal the response made in Step 1, a written grievance to the supervisor's supervisor must be submitted within three (3) days of the immediate supervisor's oral response. The written grievance must state, in detail, all relevant facts upon which it is based, the section of this

Agreement alleged to have been violated, the issues involved and the relief sought. The supervisor's supervisor, in collaboration with the administrator, will provide a written response within five (5) days after receipt of the written grievance.

Step Three: If the alleged grievance is not settled, the grievant, with the approval of the Unit membership, may submit the grievance to a mutually agreed arbitrator within ten (10) days after receipt of the written response. The arbitrator shall schedule a mutually convenient time and place to consider the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute its discretion for that of PACHS, or to make any decision contrary to or inconsistent with applicable laws, rules and regulations. No liability shall accrue against PACHS for a date prior to that of the grieved event. The arbitrator's decision shall be based solely upon the interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision by the arbitrator shall be binding. The arbitrator may not hear more than one (1) grievance per session unless the parties mutually agree otherwise.

4.4 Unless an authorized time is mutually agreed upon, all alleged grievances shall be presented, discussed and processed during non-busy times with reasonable discretion, and management will make themselves available at such time.

4.5 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived, and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of PACHS' last response and the grievant shall be barred from further pursuit of the grievance. The failure of PACHS to answer a grievance or an appeal within the time limit shall be deemed a denial of the grievance at that step.

4.6 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then PACHS shall not be required to process the same or similar claim or set of facts through the grievance procedure.

ARTICLE 5

Health and Safety

5.1 PACHS agrees to make reasonable provisions for the health and safety of its employees during their hours of employment. APACHE and the employees will cooperate with PACHS in maintaining hospital policies, rules and regulations pertaining to health and safety. Employees shall be responsible for promptly reporting any unsafe conditions to their immediate supervisor.

ARTICLE 6

Hours of Work and Overtime

6.1 Overtime will be paid according to the Fair Labor Standards Act (FLSA), which is anything over forty (40) hours in a workweek is and paid at 1 ½ times their hourly rate for all departments except twenty-four (24) hour clinical hospital staff (this would include nursing, PARC Hall, surgery, lab and x-ray). These departments will be paid overtime for hours worked in excess of their regularly scheduled shift starting at the ninth (9) hour. The supervisor must approve overtime work. Paid Time Off ("PTO"), on-call time or unpaid leaves of absence shall not count toward, nor be included in, the calculation of overtime. Hours paid in excess of nine (9) hours in a day for in-service meetings and voluntary shifts over eight hours will be paid at the regular rate unless they exceed forty (40) hours in a workweek. There shall be no pyramiding, and compensation shall not be paid more than once for the same hours. Employees regularly scheduled to work twelve (12) hour shifts shall receive overtime pay for worked performed in excess of thirty-six (36) hours in a workweek. An employee who works more than fourteen (14) consecutive hours in any twenty-four (24) hour period shall receive two (2) times their regular rate of pay starting with the fifteenth (15th) hour (excluding call back time worked).

6.2 Employees shall not exchange scheduled hours or days off without prior approval of the employee's supervisor.

6.3 PACHS will schedule in a reasonable manner so as to provide necessary time for break and meal periods.

6.4 PACHS will, as best possible, maintain the integrity of the currently accepted schedules of hours and days.

6.5 When census days are requested, PACHS will seek such days on a voluntary basis. Should not enough employees voluntarily agree to census days, PACHS shall assign the remaining days on a rotating basis subject to the overriding factor of staffing needs. A census day shall not adversely affect an employee's rights under PTO or seniority. However, should the employee file for partial unemployment due to a census day, no credit will be given for seniority time. Employees asked to take a census day shall be called and notified on a timely basis.

ARTICLE 7

Seniority

7.1 Upon reasonable request, but no more than every six (6) months, PACHS will furnish to APACHE a seniority list specifying the job classification seniority for each employee covered by this Agreement. Any protest to the correctness of the list must be made in writing to the Administrator within ten (10) days, or the list will be deemed final.

7.2 The seniority of each employee covered by this Agreement will be determined by the number of hours actually worked in a lateral position.

7.3 The seniority of an employee shall end upon termination of employment, failure to report back to work after a layoff, or failure to return from an authorized leave of absence.

ARTICLE 8

Reduction in Staff Procedure

8.1 In the event that PACHS determines a need for a reduction in staff, it will determine which employees are to be retained for efficiency in operation and for the provision of quality patient care. Selection will be based on employee qualifications and/or seniority.

8.2 Employees to be laid off will be notified as soon as practical.

8.3 Laid off employees, except orientation employees, may be considered for recall for a time equal to twelve (12) months or their seniority, whichever is lesser, if their wishes are made known in writing to PACHS at the time of layoff. Eligible employees within the job classification affected will be recalled in the inverse order of layoff. An eligible employee to be recalled from a layoff shall be notified as soon as practical. Failure to notify PACHS of a change of address, or failure to report for work at the time and date specified in the notice, shall result in loss of seniority and recall rights, and termination of employment.

ARTICLE 9

Transfer Procedures

9.1 When PACHS desires to fill a vacancy in a job classification covered by this Agreement, the following procedures will be followed:

A. Department Head submits request to fill a vacancy to the Human Resources Director for approval.

B. The vacancy will be posted for five (5) days, during which period current PACHS employees may submit a written request for transfer to the vacancy.

C. In selecting the successful applicant, PACHS will consider operational efficiency skills, ability, qualifications, aptitude, training, and past performance reviews. If these considerations are substantially equal, job classification seniority and length of continuous service, in that order, will be the deciding factor.

D. If no suitable requests to transfer are submitted, PACHS reserves the right to advertise the vacancy outside the hospital.

9.2 Nothing herein shall apply to temporary transfers, or transfers to a temporary vacancy.

9.3 In the event of a voluntary transfer to an upward job classification, the employee shall be assigned a new seniority date based on the date they begin work in that position.

9.4 In the event of an involuntary transfer from one job classification to another, an employee shall retain the seniority date of the job classification previously held.

ARTICLE 10

Leaves of Absence

10.1 **Family and Medical Leave**: PACHS will provide up to twelve (12) weeks of leave per year for qualifying employees. Such leave generally covers the following: an employee's serious health condition, the birth of a child, placement with employee of a child for adoption or foster care, or caring for a sick spouse, child or parent with a serious health condition.

General Provisions: To be eligible for Family and Medical Leave ("FML"), an employee must meet the following service requirements:

> Worked a minimum of 1,250 hours during the previous twelve (12) consecutive months; and
>
> Worked a minimum of twelve (12) months (does not have to be consecutive)

Accrued PTO must be used while on FML status, however employees are allowed to reserve a maximum of forty (40) hours of PTO, so as not to deplete their PTO hours. Under some circumstances, employee may be eligible for long-term disability insurance.

The maximum twelve (12) weeks of FML can be taken continuously or intermittently. If taken intermittently, it must be taken in increments of not less than one (1) hour. If you request intermittent leave, or leave in conjunction with a reduced work schedule, PACHS may require you to transfer to an available alternative position or shift for which you are qualified and which better accommodates the leave request. The alternative position will have equivalent pay and benefits, but may not have equivalent duties.

No carry over for unused FML is allowed from one year to the next.

You must provide thirty (30) days written advance notice when possible. When thirty (30) days is not possible, you should give notice as soon as practicable.

The following is a definition of events covered under this FML policy:

A. Your serious health condition: A condition that requires inpatient care in a hospital, hospice, and/or residential medical care facility, or a condition that effects regular daily activity for more than three (3) calendar days that also involves continuing treatment by a health care provider.

B. The birth of a child, or placement with employee of a child for adoption or foster care: Entitlement to leave expires twelve (12) months after the birth or

placement. Both male and female employees may take FML. Leave may begin before the birth, adoption, or foster care.

C. Caring for your sick child, spouse or parent with a serious health condition: Includes most people for whom you have the responsibility of day-to-day care.

This definition **includes**:

i. Biological, adopted and foster children under the age of eighteen (18).
ii. Disabled children of any age who are incapable of self-care.
iii. Common-law husbands and wives to the extent recognized by Iowa law.

This definition **may include**:

i. A child of a spouse or domestic partner, or a grandchild who lives with you.
ii. A person who treated you as a son or daughter when you were less than eighteen (18) years of age.

This definition **excludes**:

i. Domestic partners who are not legal spouses.
ii. Parent-in-law
iii. Children over the age of eighteen (18) who are capable of self-care.

If a husband and wife both work for PACHS, they are entitled to twelve (12) weeks of leave for birth of a child, placement, or caring for a sick parent, which they can split between them. Both are entitled to the full twelve (12) weeks for their own illness, or caring for a sick child or spouse.

PACHS may require medical certification before granting FML for your illness. Certification may also be required if you are needed to care for a sick relative. The certification should include details of the illness or treatment and an estimate of its duration. PACHS reserves the right to request a second opinion. If the two opinions differ, PACHS has the right to request a third opinion. For a third opinion, both parties shall agree on the health care provider and the provider's opinion will be binding.

PACHS will pay the costs incurred in obtaining the second and third opinions. PACHS also has the right to require reasonable re-certification during the leave.

The FML time period of twelve (12) months will be based on the twelve (12) months period measured forward from the day an employee's first FML begins.

Your insurance benefits will continue during the leave period as if you were working. You are responsible for insurance premiums that you would normally pay as an active employee. If the premium payment by you is more than thirty (30) days late, coverage will lapse. Benefits accrued prior to FML are retained. Benefits do not accrue during unpaid leave.

PACHS may recover all health plan premiums it paid during a period of FML from you if you fail to return to work after your FML entitlement has been exhausted or expires, unless the reason you do not return is due to:

The continuation, recurrence, or onset of a serious health condition which would entitle you to FML; or

Other circumstances beyond your control.

Prior to taking FML, you must sign an acknowledgment authorizing PACHS to deduct a portion of all of the premiums paid by PACHS on your behalf from your final check.

Any premium increase during the leave will be passed on, just as it is to active employees.

COBRA eligibility will start on the day of notification that you will not be returning to work.

PACHS reserves the right to deny reinstatement to an employee who fails to provide a fitness for duty certificate to return to work.

10.2 **Reserve Sick Leave**: "Reserve" sick leave can be used in the following instances:

A. If the employee is hospitalized.
B. Following same day surgery.
C. For a maternity leave.
D. After the 3rd day of an illness at home.

Once the "reserve" sick leave has been depleted, it cannot be replaced.

10.3 **Sick Bank Hours**: Employees who have accumulated "sick bank hours" may utilize these hours and shall be paid for such hours at 60% of regular pay under the following circumstances:

A. The employee is unable to work due to illness or other medical condition.
B. The employee has exhausted his or her "reserve sick leave".

PACHS may require a physician's certification of eligibility.

An employee with sick bank hours will have the option to convert thirteen (13) sick bank hours into eight (8) PTO hours on an annual basis beginning July 1st through June 30th.

10.4 **Paid Leaves of Absence**: Full-time employees are eligible for the following paid leaves of absence after the ninety (90) day orientation period (regular part-time employees will be pro-rated):

A. Funeral Leave – Full time employees will receive twenty-four (24) hours of bereavement pay upon the death of a mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, wife, husband, mother or father-in-law, son or daughter-in law, children, step-children and grandchildren. One (1) day of bereavement pay is given upon the death of a grandparent, spouse's grandparent, aunt, uncle, sister-in-law or brother-in-law, up to a maximum of three (3) days per year. Any variation is subject to the discretion of the Department Head and the Administrator.

b. Civic Duty – If an employee is required to serve on a jury or election board, PACHS will pay the difference between the jury or election board allowance and the regular pay up to a maximum of thirty (30) days.

10.5 **Professional Meetings**: An employee may be granted time off without pay to attend approved professional meetings.

10.6 **Leaves of Absence Without Pay**: After six (6) months of employment, an employee may request leaves of absence for the following reasons:

A. **Educational** – An employee may be granted up to a maximum of one (1) year leave of absence to continue education.

B. **Uniformed Services** – An employee who is a member of the uniformed services will be given a leave of absence in compliance with the Uniformed Services Employment and Re-Employment Act of 1994.

10.7 **Other Leaves of Absences**: An employee may make application for other leaves of absence without pay.

10.8 **General Provisions**: Accrued benefits prior to a leave are retained during a leave. Benefits do not accrue during a leave of absence without pay.

Failure to return to work from a leave of absence shall constitute a resignation.

An employee on an extended leave is not assured that the position will be held upon return. The employee will be assigned to similar work if available.

ARTICLE 11

Paid Time Off ("PTO")

11.1 Accrual Factors

0 to 6 years of employment	.08077
7 to 15 years of employment	.10000
Over 15 years of employment	.11923

Annual and maximum accrual for a typical full-time employee

Years of Employment	Annual Days	Annual Hours	Maximum Days	Maximum Hours
0 – 6	21	168	35	280
7 – 15	26	208	39	312
over 15	31	248	47	376

11.2 General Provisions.

A. Only regular full and part-time employees are eligible for PTO.

B. Accrual begins with day one of employment.

C. An employee cannot take more PTO than they have earned. The only exception to this would be funeral leave.

If an employee has an immediate family member (as outlined in the Bereavement Policy) pass away, they will be allowed to go two (2) days in the negative for PTO after all PTO has been exhausted (this is in addition to bereavement leave taken).

D. All PTO must be approved by Department Heads. Departmental needs, order of request, and seniority will be the determining factor in granting PTO requests.

E. In cases of unscheduled illness, PTO may be used upon approval of the employee's supervisor.

F. PTO will not be paid during the orientation period. If a new employee terminates or is terminated during the orientation period, all accrued PTO is forfeited.

G. Employees are allowed to cash out PTO two times per year. Beginning January 1, 2006, PTO cash outs must be pre-elected. Election for cash out is made during the open enrollment period in November for the next calendar year. PTO cash outs will be paid in a separate check, and issued with the first paycheck received in the months of March, June, September and December. Employees cashing out are required to leave a minimum of forty (40) hours in their PTO bank. Once a PTO cash out amount has been pre-elected, the employee is required to fulfill that request and must cash out the number of PTO hours they have scheduled, provided there are enough hours in the PTO bank to cover the scheduled cash out hours **and** retain the required the forty (40) hours. If the PTO bank has less than the elected amount the cash out amount will be the balance of the employee's PTO bank total minus the required reserved forty (40) hours.

H. An employee must use their accrued PTO first, reserving up to forty (40) hours, when on an approved FML leave or any other approved LOA.

I. Accrued PTO will be paid in a terminating employee's last paycheck.

J. A minimum of one (1) hour PTO can be taken at a time, and a maximum of eighty (80) hours per pay period.

K. Accrual is based on a maximum of eighty (80) hours per pay period. PTO hours will accrue on overtime hours and call back hours based on a maximum of eighty (80) hours per pay period. PTO does not accrue on "on call" hours. PTO does not accrue during a leave of absence without pay, except in cases of military leave, jury duty, or bereavement leave.

L. PTO hours are paid at the employee's regular hourly rate excluding differentials.

M. Unpaid PTO hours will not be paid except in the following instances:
   i. At the beginning of an approved LOA.
   ii. Termination of employment, provided two weeks notice has been given by the employee. (PTO hours cannot be used for termination notice.)
   iii. In the event of an employee's death. PTO hours will be paid to the employee's estate.
   iv. When an employee is reclassified as a PRN employee.

N. PTO hours may be voluntarily donated to a fellow employee pursuant to the PTO Transfer Policy.

O. PTO will accrue on actual hours worked regardless of FT or PT status (excluding employees working twelve (12) hour shifts).

P. PTO will accrue on census time. Census time will be recorded on edit sheets and entered into the computer so PTO may accrue on this time. This includes employees who are considered full-time with a nine (9) day pay period.

Q. An employee that has had an immediate family member, as outlined in funeral leave, pass away will be able to go two (2) days in the negative for PTO after all PTO has been exhausted.

ARTICLE 12

Insurance

12.1 PACHS will offer insurance coverage as follows:

a. **Medical** – A group medical plan containing cost containment provisions. Full-time and part-time employees regularly scheduled to work a minimum of forty (40) hours per pay period are eligible for the plan.

Employees shall contribute the following percent toward the monthly premium.

$500 Co-Pay	Single Coverage	Family Coverage
Full-time	13.60%	30.75%
Part-time	42.75%	50.40%

The employer shall contribute the following percent toward the monthly premium.

$500 Co-Pay	Single Coverage	Family Coverage
Full-time	86.30%	69.26%
Part-time	57.26%	28.2%

No reimbursement will be given to employees who do not participate in the health insurance plan.

b. **Flexible Spending Account –** PACHS will pay the monthly service charge for all employees who participate in the Flexible Spending Account program.

c. **Term Life** – A group term life insurance policy in the amount of one times the latest annual salary, rounded to the nearest thousand, for those employees who regularly work a minimum of forty (40) hours in a pay period. PACHS shall pay 100% of the premium. Coverage becomes effective the first day of the month following completion of a ninety (90) day waiting period.

d. **Long Term Disability** – A long-term disability insurance program for employees who work at least twenty (20) hours per week on a yearly basis. Such program shall have a ninety (90) day waiting period and will pay sixty percent (60%) of the employee's wages, up to a maximum of $5,000 per month. PACHS shall pay 100% of the premium.

e. **Short Term Disability** – A short-term disability insurance program for employees who work at least twenty (20) hours per week on a yearly basis. Such program shall have a ninety (90) day waiting period and will pay sixty percent (60%) of the employee's wages, up to a maximum of $1,000 per week. PACHS shall pay 100% of the premium.

12.2 An otherwise eligible employee on an approved leave of absence may remain a member of the insurance group subject to, and in accordance with, the terms of such approved leave of absence and not to exceed six (6) months. The employee shall be solely responsible for the full payment of all premiums if coverage is desired, unless it is an approved Family Medical Leave (FML).

12.3 It is understood and agreed that PACHS retains the right to change insurers or to self-insure all or any portion of said policy provided that comparable benefits remain in force, and that advice is sought from APACHE before any change can take effect.

12.4 It is further understood and agreed that a difference between an employee and any insurer or processor of claims shall not be subject to the grievance procedure.

ARTICLE 13

Pay

13.1 Effective the first full pay period in July 2006, PACHS will implement steps according to the agreed IHA wage range (*Highest current IHA range: 150-300 FTE, 15-45 Million, Critical Access, Custom Peer Group)* for all positions. Positions will be categorized into 3 groupings: Support Staff, Para-Professional Staff, and Professional Staff. **New employee's step will be determined by input from employee and manager.*

Support Staff will be stepped on ten (10) years. These positions include: Cook, Food Service Worker, Housekeeper, Laundry Worker, CNA/NUA, Home Care Aide, Certified Restorative Aide, Phlebotomist and Stock Clerk.

Para-Professional Staff will be stepped on fifteen (15) years. These positions include: Clerk AR/AP Accounting, Clerk Admitting, Clerk Receptionist, Clinic Insurance Clerk, Clinic Registrar/Cashier, Computer Operator, Insurance/Billing/Collections Clerk, Maintenance Mechanic, Maintenance Worker, Medical Records Tech/Coder, Clinic Coding Specialist, Business Health Nursing Tech., Medical Records Clerk, Medical Transcriptionist, Clinical Laboratory Assistant, and Purchasing Agent

Professional Staff will be stepped on twenty (20) years. These positions include: Clinic Certified Medical Assistant, Clinic Nurse (LPN), Clinic Nurse (RN), Medical Lab Tech, Medical Technologist-ASCP, Paramedic, Physical Therapy Assistant, Public Health Nurse, Radiology Tech, Staff LPN, Staff RN, and Surgical Technician.

13.2 "Appendix B" contains a minimum rate and a maximum rate for each job classification. The minimum and maximum rates shall not be less than the minimum and maximum rates for the same job classification published in the most current annual Iowa Hospital Association Salary Survey. An employee's base rate of pay shall not exceed the maximum rate, except in the case where an employee transfers to a different job classification with a lower maximum rate and does not take a reduction in pay.

13.3 In addition to the specified regular straight time hourly rates, eligible employees covered by this Agreement will continue to be eligible for differentials established by "Appendix A".

13.4 An employee on call will receive one dollar and fifty cents ($1.50) for each hour of the designated period. This includes hours on call, including call back hours. Hours on call shall not be included in the calculation of overtime hours. If an employee on call fails to respond to a call back, said employee shall receive no compensation as provided in this Section.

13.5 Any employee on call during any of the designated holidays will receive one and one-half (1 ½) times the regular call pay ($2.25) for each hour on call during the twenty four (24) hours of the designated holiday (HOLIDAY CALL PAY).

13.6 An employee called back to work will receive a minimum of one (1) hour of work equal to the overtime rate of one and one-half (1½) times their rate of pay each time they are called back to work.

13.7 All employees will be formally evaluated a minimum of one (1) time each year.

13.8 Paychecks. The calendar year consists of twenty-six (26) pay periods. If a payday falls on a holiday, payday will be the following day. Wages are deposited directly into the employee's bank account via electronic transfer.

ARTICLE 14

Liability Coverage

14.1 Employer shall provide professional liability insurance covering all acts of employees within the scope of their employment with PACHS.

ARTICLE 15

In-service and Continuing Education

15.1 PACHS will determine appropriate in-services.

15.2 PACHS will pay employees required to receive CEU credits up to a maximum of sixteen (16) hours pay per year at the regular rate for attending continuing education classes. PACHS will also reimburse the tuition (up to $75 per year) for continuing education classes. Classes under this Section must be directly related to the employee's position at PACHS. Reimbursement will only be made when a copy of the certification awarded and the tuition paid with the reimbursement form are presented to the employee's department manager.

ARTICLE 16

Dues Deduction

16.1 An employee may have APACHE dues deducted from their paycheck by submitting written authorization to the Payroll Clerk. The dues deduction shall continue until the Payroll Clerk is notified in writing.

16.2 APACHE and/or the individual employee shall hold PACHS harmless against any claims that may arise as a result of these deductions.

ARTICLE 17

Term of Agreement

17.1 If any provision of this Agreement is determined to be illegal, then such provision shall be invalid, but all other provisions of this Agreement shall remain in full force and effect.

17.2 This Agreement shall become effective July 1, 2006, and shall remain in force until June 30, 2007.

17.3 All duties and responsibilities of the parties will continue with this contract if a new Agreement is not met by June 30, 2007.

ARTICLE 18

Employee Heath Assessments

18.1 PACHS will provide yearly employee health assessments for each employee covered by this Agreement. The extent of this shall be determined by a committee appointed by the Administrator and shall include representatives of APACHE. At a minimum, PACHS shall offer mega panel, EKG and a mammogram.

ARTICLE 19

Printed Contracts

19.1 Copies of this Agreement are available in the Administrative Assistant's office at no cost to the employee.

ARTICLE 20

Employee Handbook

20.1 Policies and procedures described in PACHS' "Employee Handbook", and not inconsistent with the terms of this Agreement, shall apply to employees covered by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 27th day of April, 2006.

PALO ALTO COUNTY HEALTH SYSTEM

By: _____
Thomas Lee, CHE, Administrator

ASSOCIATION OF PALO ALTO COUNTY HOSPITAL EMPLOYEES

By: _____
Jeremy Theesfeld, President

APPENDIX A

Effective July 1, 2006

DIFFERENTIALS

Nurse Supervisor	$ 1.00
OB Staff	$ 1.00
Head Nurse (OR, ER, SCU & OB)	$ .50
SCU, ER, OB	$ .50
Clinic Triage Nurse	$ .50
Dietary Supervisor	$ .50
Housekeeping Supervisor	$ .50
Laboratory Supervisor	$ .50
PARC Hall Rehab Aide	$ .25

SHIFT

Shift 2 & 3 $ 1.00
(Begins at 2:45 PM if regular shift is scheduled to end after 6:00 PM)

WEEKEND

$ .75
(All hours worked between 7:00 AM Saturday and 7:00 AM Monday)

HOLIDAY

Memorial Day, Independence Day, Labor Day and Thanksgiving: Employees receive one and one-half (1½) times their regular rate of pay for work performed between 11:00 PM on the eve of the holiday and 11:00 PM on the holiday.

Christmas: Employees receive one and one-half (1½) times their regular rate of pay for work performed between 3:00 PM on Christmas Eve and ending at 11:00 PM on Christmas Day.

New Year's Day: Employees receive one and one-half (1½) times their regular rate of pay for work performed between 3:00 PM on New Year's Eve and ending at 11:00 PM on New Year's Day.

APACHE

APPENDIX B - 2006-2007 WAGE SCALE

(Used 151-300 FTE, 10-15 Million, and Critical Access - highest min and highest max)

Position	#	Min	Max
Business Health Nursing Tech		$ 9.28	$ 13.84
Clerk, Admitting	124	$ 8.87	$ 12.93
Clerk, AR/AP Accounting	123	$ 9.87	$ 14.42
Clerk/Receptionist	52	$ 8.20	$ 11.61
Clinic Certified Medical Assistant	211	$ 10.51	$ 15.07
Clinic Coding Specialist		$ 11.68	$ 17.15
Clinic Insurance Clerk	214	$ 9.19	$ 12.80
Clinic Nurse (LPN)	216	$ 11.05	$ 15.54
Clinic Nurse (RN)	217	$ 14.26	$ 20.40
Clinic Registrar/Cashier	170	$ 8.66	$ 12.83
Clinical Laboratory Assistant	155	$ 11.94	$ 17.02
CNA/NUA	46	$ 8.80	$ 12.45
Computer Operator	115	$ 10.19	$ 14.59
Cook	68	$ 8.25	$ 11.43
Food Service Worker II	75	$ 7.54	$ 10.80
Home Care Aide		$ 10.05	$ 14.16
Housekeeper	126	$ 7.76	$ 10.96
Laundry Worker		$ 7.35	$ 10.82
Maintenance Mechanic	83	$ 12.32	$ 17.44
Maintenance Worker	82	$ 10.52	$ 14.73
Med Lab Tech	67	$ 13.92	$ 19.48
Medical Records Tech/Coder	162	$ 10.91	$ 15.76
Medical Records, Clerk	96	$ 8.93	$ 12.59
Medical Transcriptionist	127	$ 9.52	$ 13.51
Paramedic	44	$ 11.96	$ 16.49
Patient Services Rep.	113	$ 10.76	$ 15.98
Physical Therapy Assistant	9	$ 11.87	$ 17.55
Public Health Nurse	93	$ 16.74	$ 24.24
Purchasing Agent/Buyer	78	$ 10.32	$ 14.61
Rad Tech, Reg.	58	$ 14.74	$ 21.09
Staff LPN	47	$ 11.85	$ 16.90
Staff RN	45	$ 17.20	$ 25.22
Stock Clerk	81	$ 8.35	$ 11.93