MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY

AND

KANSAS UNIVERSITY NURSES’ ASSOCIATION

February 1, 2017 – August 31, 2019
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PREAMBLE

This Agreement, made and entered into this 1st day of February, 2017, by and between the University of Kansas Hospital Authority, located at 3901 Rainbow Boulevard, Kansas City, KS 66160 (hereinafter referred to as the “HOSPITAL”), and the Kansas University Nurses Association (hereinafter referred to as the “UNION”) acting herein on behalf of the members of the Union (hereinafter referred to as the “EMPLOYEES”).

WHEREAS, the Union was selected as the representative in a secret ballot election conducted by the Kansas Public Employees Relations Board (PERB) on May 3, 1990 to represent the Employees covered by this Agreement as hereinafter provided through the meet and confer process, and

Now, therefore, the parties do agree as follows: It is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of both the patients of the Hospital and the Employees to avoid interference with services to patients, to establish equitable and uniform procedures for resolving differences and to establish terms and conditions of employment as hereinafter provided.

ARTICLE 1
RECOGNITION

The Hospital recognizes the Union as the exclusive representative of employees in the appropriate unit for the purpose of meeting and conferring and for settlement of employee grievances in accordance with the grievance procedures contained herein. The appropriate unit shall INCLUDE only employees of the Hospital in position classifications listed below holding regular and provisional, full or part-time hourly positions and shall EXCLUDE temporary/contingent, emergency, intermittent, PRN, supervisory or confidential employees.

Position Classifications in Appropriate Unit shall be:

*Entry RN (6 months)
*Clinical Nurse I
*Clinical Nurse II
*Licensed Practical Nurse
*Senior Licensed Practical Nurse

The Hospital and the Union agree that any additions or deletions to the aforementioned list of titles will be made in accordance with PERB regulations regarding unit determination.

Nothing in this Agreement shall be construed as prohibiting supervisory personnel/other nurses from performing bargaining unit work when necessary to address operational and patient care needs.
ARTICLE 2
MANAGEMENT RIGHTS

The Union agrees that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the Hospital to hire, direct, schedule, promote, demote, transfer, assign and retain employees in positions within the Hospital; to plan, direct and to control operations; maintain the efficiency of operations; relieve employees of duties because of lack of work or for other legitimate reasons; to promulgate rules, regulations and personnel policies; to introduce new or improved methods or facilities that may be necessary to carry out the mission of the Hospital; and to determine the methods, means (and personnel) by which operations are to be carried on except for such restrictions as are expressly provided for in this Agreement. None of these rights shall be exercised in a capricious or arbitrary manner. In addition, the Hospital shall have the right to suspend or discharge employees for proper cause.

The Union further agrees that nothing in this Memorandum of Agreement will operate to supersede any subject covered by Federal or State law, which may be applicable to these employees in the bargaining unit.

ARTICLE 3
UNION/MANAGEMENT COOPERATION

1. The Union and the Hospital agree that they will not, singly, or collectively, coerce, intimidate, or otherwise force any employee to join or not join the Union.

2. The Union agrees to cooperate with the Hospital in enforcing strict observance of all terms, provisions, and agreements herein contained.

3. The Hospital and the Union herein agree to establish an employee/management committee in order to receive and consider constructive suggestions submitted by the Union membership or management in an attempt to achieve full efficiency and safe, quality patient care. The Committee shall consist of three management members and three Union members. The Vice President of Patient Care Services shall appoint management members and the Union President shall appoint Union members. The Committee shall meet as needed if requested by either party at a time and place agreed to by the parties.

ARTICLE 4
HOURS OF WORK

1. The Hospital standard workweek consists of any standard seven (7) day period commencing Sunday at 12:00 A.M. and ending the following Saturday at 11:59 P.M., 168 hours (7 days) later.

2. The normal work shift shall consist of eight (8), ten (10), or twelve (12) hours per day. The normal workweek for full-time employees will be thirty-six (36) – forty (40) hours.
3. Nothing in this Article shall be regarded as a guarantee of any hours of work per day or per workweek.

4. Employees will be required to accurately record their hours of work through the use of time sheets or automatic time keeping systems as determined by the Hospital. No alterations in the time records shall be made without the approval of the employee’s immediate supervisor or designee. An employee shall be subject to immediate termination for knowingly falsifying his/her time record, or if he/she knowingly falsifies time records for another employee, or knowingly allows another employee to falsify time records for him/her.

5. The Hospital will attempt to notify employees scheduled to work of any cancellation at least two (2) hours prior to the beginning of their scheduled shift. In the event the Hospital has not given or attempted by telephone to give two (2) hours’ notice, the employee shall be paid two (2) hours "cancellation pay" at their regular hourly rate. In order to be eligible for "cancellation pay," employees must provide a phone number where he/she can be reached at least two (2) hours prior to the beginning of their scheduled shift. Failure of the employee to be available to receive such a call shall result in denial of such "cancellation pay." The Hospital log will be used to determine whether the Hospital attempted to contact the employee by telephone to provide the two hour notice.

ARTICLE 5
NON-DISCRIMINATION

It is agreed by the Hospital and the Union that neither will discriminate against bargaining unit employees on the basis of their race, religion, color, sex, gender identity, national origin, disability, age, sexual orientation, or veteran’s status in connection with their terms and conditions of employment. Further, no reprisals or admonishments shall be taken against an employee because of their decision to be a member of the union or participate in union activities, or because of their decision not to be a member of the union or participate in union activities.

ARTICLE 6
MAINTAINING AND ADVANCING NURSING PRACTICES

It is the responsibility and obligation of each employee to maintain and advance her/his knowledge and skills affecting the quality of patient care. In this regard, it is the responsibility and obligation of the Hospital, within available resources, to assist bargaining unit employees by establishing programs and/or providing resources for orientation and staff development. Where competencies are equal, the Nurse Manager will award opportunities by order of request and/or highest clinical need.

Furthermore, it shall be the responsibility of each nurse to obtain and maintain a valid current Kansas State License. A nurse who fails to maintain a current license will be removed from the work schedule and placed on suspension without pay for a maximum of three (3)
calendar days in order to permit him/her the opportunity to obtain re-licensure. Because a nurse cannot practice without a valid Kansas State Nursing License, a nurse who fails to timely renew his/her nursing license may be terminated from employment.

Bargaining unit employees are expected to incorporate into their daily work principles and tools designed to foster continuous improvement and consistently meet our patient’s expectations for safe, quality nursing. Bargaining unit employees shall put the patients first within the constraints of the provided environment, working conditions, and equipment. Bargaining unit employees shall continuously support and achieve standards of nursing excellence enshrined in our Magnet accreditation status, and to contribute to advancing nursing practice by proposing nursing research opportunities, and developing, conducting and participating in these opportunities when made available.

ARTICLE 7
CHECK-OFF OF UNION DUES

1. The Hospital, upon receipt of a signed authorization from an Employee in the bargaining unit as defined in Article 1, shall deduct from the wages of such Employee the monthly Union dues, established by the Union. The Hospital and the Union agree that such authorization shall remain effective for not less than three hundred sixty-five (365) days after receipt by the Hospital, and shall continue until such time as such Employee is no longer an Employee in the bargaining unit as defined in Article 1 or submits a signed request for termination of authorization to the Hospital and to the Union. The Hospital will also notify the Union of any requests to terminate dues and will provide the Union a copy of the Employee’s signed request for termination of authorization. Such requests for termination will not be effective until thirty (30) days after receipt by the Hospital. The Union shall submit to the Hospital on an annual basis the amount of the established Union dues. The Hospital shall provide for payment to the Union any and all dues withheld within thirty (30) days after such dues are withheld from an Employee’s biweekly wages.

It is specifically agreed the Hospital assumes no obligation other than as specifically set forth in this Article. The Union and each bargaining unit employee who authorizes the deduction of union dues from his/her paycheck agree to hold the Hospital harmless for any and all claims arising out of the Hospital’s agreement to deduct Union dues and to defend, indemnify and hold harmless the Hospital against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken by the Hospital pursuant to Section 1 of this Article. The Hospital will only be entitled to indemnification for attorney fees in the case of a claim or action that is formally filed. Consultation between the Hospital and its attorneys regarding potential claims or action that have not been formally filed are not subject to indemnification.

2. Further, the Hospital agrees to provide the Union a list in electronic form of the Employees within the bargaining unit in April, July, October and January of each year. The list should be sent via electronic mail to kunanurses@gmail.com. The list will contain the name, address, unit and classification of each Employee covered by the Union.
The Union also agrees that the list provided will not be given, resold, or used in connection with any solicitation of the Employees for charitable or for-profit organizations.

ARTICLE 8
OFFICIAL PERSONNEL FILES/DISCIPLINE

1. Personnel Files
   A. The Hospital and the Union agree that the file maintained by Human Resources shall be the Official Personnel File. Prior to placing any document prepared or received by the manager or designee into the Official Personnel File, the Hospital agrees that the document will be reviewed with the Employee, and the employee shall be given the option to attach any objections or clarifications she/he may have to the document. In addition, Employees may review any disciplinary records, performance appraisals, and common materials contained in the Employee’s Official Personnel File at the discretion of the Employee. Employees, upon request, shall have the opportunity once every two months to review their Official Personnel File. If an Employee so requests, he/she may receive without charge, one (1) copy of any document in her/his Official Personnel File. Personnel files should be reviewed with the Vice President, Human Resources or designee and may not be removed from Human Resources without the specific authorization of the Vice President, Human Resources.

   B. Each department may maintain a file on each Employee in their department, provided that such file shall also be subject to review once every two months upon request of the respective Employee. Such departmental file is not the Official Personnel File of such Employee. Materials submitted to an employee's departmental personnel file shall be accompanied by supporting documents or materials and will be discussed with such employee in a timely manner.

   C. Nothing in this Article shall prohibit a manager/designee from maintaining a manager’s log or notes which shall not be subject to Employee review but may be subject to discussion with the Employee. A verbal counseling may be referenced in a disciplinary action only as evidence the employee was previously informed his/her actions did not meet performance expectations or policy requirements. Verbal counseling are not subject to the grievance and arbitration process outlined in this Agreement.

   D. Nothing in this Article shall prohibit the manager or designee from placing the employee on an Action Plan to help the employee achieve the desired behavior and/or performance in connection with or separate from a disciplinary action. Action plans are not subject to the grievance and arbitration process outlined in this Agreement. If after discussing the Action Plan with the manager, the bargaining unit employee has concerns about any item, goal, or timeline contained in the Action Plan, the bargaining unit employee may request review of the Action Plan by Human Resources.
2. Discipline

A. The Hospital reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of Hospital policies, procedures, guidelines, and practices; for failing to meet conduct or performance standards; or for violating provisions of this Agreement. All disciplinary actions shall be subject to the provisions of the grievance procedure contained in this Agreement, unless otherwise specified. The type of disciplinary action imposed in any instance depends on the nature or the seriousness of the offense involved which means the Hospital may skip some or all of the disciplinary action steps. For less serious offenses, the Hospital recognizes the general principles of progressive discipline. The disciplinary action process may also be significantly abbreviated where provisional employees are concerned.

B. Disciplinary Action Form regarding performance or conduct, when used for disciplinary counseling purposes and placed in an employee’s personnel file, shall not remain valid for a period to exceed one (1) year from the date of the counseling, provided, that the employee has received no other disciplinary action(s) which is similar or equally serious in nature during the one (1) year period.

C. The Disciplinary Action Form, when warranted, will be presented to an employee within ten (10) working days if possible, following a determination that grounds for disciplinary action exist. The Hospital is exempt from this time requirement when it is impossible to present the disciplinary action to the employee during the 10-day period because the bargaining unit employee is on leave or otherwise unavailable. Under these circumstances, the Hospital will present the disciplinary action to the employee as soon as reasonably possible following the bargaining unit employee’s return to work. The ten (10) working day period may be extended by mutual agreement of the union and the Hospital.

D. In any Hospital based investigation which may lead to the possibility of a report to the State Board of Nursing, the Employee in question shall be advised of the investigation and allowed the opportunity to present explanation or information in her/his defense. This process is separate from the disciplinary action process referenced in this Article.

ARTICLE 9
UNION STEWARDS

Section 1. Number of Recognized Union Stewards: The Hospital agrees to recognize a maximum of twenty (20) bargaining unit employees serving as Union Stewards for the purpose of promoting an effective relationship between Supervisors and all bargaining unit employees and in order to settle disagreements at the lowest possible level of the organization. There shall be no more than two (2) Union Stewards from any nursing unit. The Union agrees to notify the
Director of Labor Relations or designee in writing within five (5) business days of changes in Union Stewards and elected Union Officers/Board Members.

Section 2. Duties of Union Stewards: The Union Steward is to serve as a Union contact person and information source for bargaining unit employees within his/her clinical area. The duties of the Union Steward are limited to the performance of representational duties (grievance handling, dispute resolution, interpretation/application of this Agreement, and handling matters specific to employees’ conditions of employment) while on Hospital property.

Section 3. Release from Work: Union Stewards will be allowed reasonable time during their scheduled shift, without loss of pay or leave, to perform representational duties as defined in Section 2 of this Article. Reasonable time for this purpose shall be interpreted to mean up to forty (40) minutes per contact, but no more than a total of two (2) hours per week to perform representational duties subject to the provisions of Section 5 below. The Hospital will not compensate Union Stewards for the performance of representational duties performed during their non-working time.

Section 4. A Union Steward is permitted to discuss the problem(s) with the bargaining unit employee(s) immediately concerned and to attempt to achieve settlement with the management personnel involved. Before attempting to act on any employee grievance or dispute, the Union Steward will ensure the bargaining unit employee has taken preliminary steps to resolve the issue, which typically includes discussing the matter with his/her supervisor. A Union Steward may be present during an investigatory interview that could lead to disciplinary action, a disciplinary action meeting, or a step meeting in the grievance process if requested by the employee. Nothing in this Article is intended to delay compliance with a supervisor’s direct order, or alter or undermine the recognized concept of “work now, grieve later.”

Section 5. Process for Leaving the Nursing Unit: Only one (1) Union Steward may leave the nursing unit at any one time provided the Union Steward has been granted pre-approval to leave the nursing unit, and only if appropriate patient care can be maintained. The Union Steward shall request permission from his/her manager/covering manager to leave the nursing unit to perform representational duties. The request to leave the nursing unit shall include the following information: (a) absence involves the performance of union steward duties, (b) the location within the Hospital to which he/she is going, and (c) when he/she will be returning to his/her nursing unit. The Union Steward shall also notify his/her manager/covering manager upon his/her return to the nursing unit. The Union agrees the Union Steward will perform his/her duties as expeditiously as possible.

Section 6. No Interference: The Union Steward, in the performance of representational duties, shall not be allowed to interfere with the operations of the Hospital; scheduled work of Hospital employees, physicians, contingent workers, volunteers or interns; or patient care in any way. The parties further agree the Union Steward in his/her capacity as a steward will not meet with or visit with employees in the following Hospital areas: (a) nursing unit breakrooms, (b) areas where patients and/or family members are present or in hearing distance of the employee and Union Steward, and (c) where a patient receives medical care (ex., operating room, x-ray room, therapy room, patient room). This does not preclude a bargaining unit employee from briefly
discussing his/her terms or conditions of employment or matters directly related to the work situation in the nursing unit breakroom with another bargaining unit employee as long as a patient, family member or other non-employee is not also in the breakroom. A Union Steward’s meeting or discussion with a bargaining unit employee shall occur during the bargaining unit employee’s non-work time (except during the issuance of disciplinary action, or an investigative interview when requested by the bargaining unit employee).

Section 7. Prohibition Against Union Activities: It is agreed the time given to Union Stewards to perform representational duties under this Article will not be used to discuss any matters connected with internal management or operation of the Union, the solicitation for or collection of dues or assessments, the distribution of literature, buttons, pins, ribbons, hats, t-shirts, scrubs, or other paraphernalia; or the solicitation of grievances or complaints. This Section does not preclude the Union Steward, in the performance of representational duties, from handing to a single bargaining unit employee a document(s) related to the issue being discussed.

Section 8. Application to Union Officers/Board Members: This Article shall apply to Union Officers/Board Members when they perform Union Steward representational duties/functions as defined in Section 2 of this Article. This Article shall also apply to a Union Officer when his/her presence is required to attend a pre-arbitration conference discussed in Article 41 of this Agreement.

Section 9. Release of Union Officers/Board Members: The Hospital agrees to allow up to three (3) Union Officers reasonable time during their scheduled shift, without loss of pay or leave, to attend a Labor Management meeting pursuant to Article 3 of this Agreement. Reasonable time is described in Section 3 of this Article. The Union Officers/Board Members are required to: (a) seek permission from their nursing manager/covering manager to leave the nursing unit, and (b) follow the procedures for leaving and returning to the nursing unit described in Section 5 of this Article.

Section 10. At no time shall any combination of paid time allowed under this Article to perform union steward representational duties, and/or other union work contemplated under Sections 8 and 9 of this Article exceed 40 minutes per contact, and no more than a total of two hours per week. Any additional time needed to complete steward representational duties and/or other union duties must be completed on non-working time and without Hospital pay.

ARTICLE 10
PERFORMANCE APPRAISALS

Employees shall be formally evaluated in writing by the Employer after completing the six-month provisional period and then on an annual basis thereafter unless a change in position or performance expectations has occurred. The Hospital will make reasonable efforts to complete these performance appraisals within a timely manner. The purpose of the performance appraisal is to provide feedback to the bargaining unit Employee regarding his/her performance in relation to the performance expectations and job-related competencies for his/her job. Employees who have received a written disciplinary action during their provisional period may be subject to termination of employment. Employees who have completed their six (6) month
provisional period who receive a written disciplinary action (not to include a verbal counseling) or other form of discipline may appeal such discipline in accordance with the grievance procedure set forth in this Agreement.

Employee(s) will be given access to any formal appraisal of their performance and may append their own comments. Should the appraisal identify areas needing improvement, the employee agrees to work with the manager or designee to develop a constructive program to address and eliminate any such deficiencies. When the employee is evaluated, the employee shall be informed as to how well he/she meets the performance expectations for each of the essential functions and responsibilities of his/her position. The Hospital agrees that the performance appraisal should be based upon relevant factors including demonstrable fact, evaluator’s personal observations, documentation and Performance Improvement standards.

The Union recognizes the Hospital’s right to establish and/or revise performance expectations and competencies. Such expectations may be used to determine acceptable work levels and measure the performance of individual employees. The Union may make recommendations concerning the system used by the Hospital to evaluate Employees and the Hospital agrees to give serious consideration to these recommendations.

Should the employee disagree with the performance appraisal, she/he may forward the evaluation within seven (7) days to the Division Director for review. The decision of the Division Director shall be final, such that the performance appraisal is not subject to the grievance and arbitration process outlined in this Agreement.

ARTICLE 11
NEW HIRE EMPLOYEE LIST

The Hospital shall provide the union a list of all bargaining unit employees hired during the most recent 30 days on the first non-holiday Monday of each month, except that the Hospital is not obligated to provide a list of newly hired employees for those months an employee list is sent to the Union under Article 7 of this Agreement. The list will contain the name, unit, job title, last known address, and date of hire. Information may be sent to kunanurses@gmail.com. The union agrees the list provided will not be given, sold, or used in connection with the solicitation of the Employees for charitable, or for-profit or non-profit organizations.

ARTICLE 12
AFT KANSAS/KAPE REPRESENTATIVES – ACCESS

Section 1: AFT Kansas/KAPE Representative Access: An AFT Kansas/KAPE Representative (non-bargaining unit employee) shall be permitted to come onto the premises of the Hospital for the purpose of adjusting grievances or administering the terms of this Agreement on behalf of the Union provided the union representative makes a written request to the Director of Labor Relations or designee at least 48 hours in advance of the visit. The request shall include the date of access, time, purpose (including sufficient information to verify the validity of the visit) and duration of the visit. The Hospital will not unreasonably deny the union representative access to the covered facility. The Union is required to provide a list of AFT Kansas/KAPE
Representatives acting on behalf of the Union to the Hospital at the beginning of each calendar year, and update the list as changes occur throughout the year.

**Section 2: Procedures for Hospital Access**

After the AFT Kansas/KAPE Representative has been approved for an on-site visit, the union representative shall obtain a visitor's badge from the Hospital Human Resources Department if such visit occurs between the hours of 0730 and 1630 Monday thru Friday. If such approved visit occurs after 1630 - Monday thru Friday or anytime on weekends and holidays, such union representative shall obtain a visitor's badge from the Nursing Administrative Coordinator at the Hospital Information Desk. The union representative must wear the visitor’s badge at all times during the on-site visit and promptly return the badge to the Hospital at the conclusion of the visit.

**Section 3: Safe Practices during On-Site Visit**

A recognized and properly badged union steward shall accompany the AFT Kansas/KAPE Representative during an authorized on-site visit: (a) to and from an authorized meeting room granted in accordance with Article 14, and (b) at all times in those areas where the union representative is specifically granted authorization to inspect bargaining unit work or applicable nursing unit break areas. The AFT Kansas/KAPE Representative shall confine his/her activities to the authorized area(s). The union steward will not be released from work or paid by the Hospital to perform this function. The union steward accompanying the union representative may be subject to disciplinary action, up to and including termination from employment, for failing to accompany or ensure the union representative’s access is limited to authorized areas during the on-site visit.

**Section 4: No Interference**

In no case shall the AFT Kansas/KAPE Representative’s on-site visits be allowed to interfere with the scheduled work of Hospital employees, physicians, contingent workers, volunteers or interns, or patient care in any way. The parties further agree the union representative will not be permitted to perform representational duties or meet with, visit, or hold discussions with bargaining unit employees in areas designated for patient care or patient access or in the nursing unit breakrooms. A representative’s on-site visit that includes meeting with a bargaining unit employee(s) shall occur during the employee’s non-work time (except during the issuance of disciplinary action, an investigative interview, when requested by the employee). AFT Kansas/KAPE Representatives granted access to the Hospital’s premises shall also abide by the Hospital’s policies and rules governing the conduct of visitors or other third parties on Hospital property.

**Section 5: AFT Kansas/KAPE Representative Access to Public Areas**

The requirements in this Article to seek permission for an on-site visit at the Hospital, to secure and wear a Hospital visitor’s badge, and to be escorted within the Hospital does not apply when the AFT Kansas/KAPE Representative enters the Hospital for medical services, visits hospitalized family and friends, or visits areas open to the general public (Hospital’s cafeteria, coffee shop, or gift shop).

**Section 6: Prohibition of Union Activities**

It is further agreed the on-site visits granted to the AFT Kansas/KAPE Representative under this Article will not be used for the purpose of discussing any matters connected with internal management or operation of the Union, the solicitation for or collection of dues or assessments; the solicitation of union membership;
campaigning for elective office in the Union; the distribution of literature, pins, buttons, ribbons, hats or other paraphernalia; or the solicitation of grievances or complaints.

Section 7: Nothing in this Article shall be construed as allowing the AFT Kansas/KAPE Representative to meet with employees on the Hospital’s premises without the express consent of the Hospital, except as allowed by Section 5 of this Article.

Section 8: This Article also applies to union representatives from the American Federation of Teachers International or any union affiliated with AFT Kansas/KAPE who provides representational services to the Kansas University Nurses Association.

ARTICLE 13
HOSPITAL BULLETIN BOARDS

The Hospital shall make available space sufficient to post two (2) 8 ½ x 11 paper notices on the Hospital’s bulletin boards located in nursing units where bargaining unit employees work. Union notices must be dated and shall cover one or more of the following:

- Union recreational and/or social affairs
- Announcements of elections of union officers and board members
- Announcements of elected union officers and board members
- Announcements of union meetings and minutes
- Reports of union committees
- Union Membership Rights

Union notices shall not contain solicitations for union membership, solicitations for or collection of union dues or assessments, activities around the expansion of the bargaining unit or information that is illegal, political/partisan, defamatory to any person, or detrimental to the safety and security of the Hospital and its patients. Additionally, notices shall not contain anything that is disparaging to or reflects unfavorably upon the Hospital, its officers, employees or Board members, or the services and care provided by the Hospital. It is agreed the inclusion of Union or officer contact information in the posting is not considered solicitation.

The Hospital will post the notices in compliance with this Article within two (2) business days of receiving the posting and will post the notices for fifteen (15) calendar days. At the end of the fifteen-day period, the posting will be removed by the Hospital. If the Hospital believes a posting is not in compliance with this Article, the Hospital will not post the notice, but will notify the union of its concerns at kunanurses@gmail.com within two (2) business days of receiving the notice. Thereafter, the parties will work together to attempt to resolve any differences so a posting can be completed.

ARTICLE 14
USE OF HOSPITAL MEETING ROOMS & PROPERTY

1. Hospital Meeting Rooms: Upon timely receipt of written request from the Union, the Director of Labor Relations or designee will provide a meeting room of the Hospital’s
choice (provided space is available) for the Union to meet with bargaining unit employees for purposes of: (a) conducting a ratification vote on this Agreement or a subsequent renewal agreement, (b) election of local union officers and board members, and (c) preparation for “meet and confer” sessions. Employees attending these meetings must be on non-working time.

The request for a meeting room must be made a minimum of seven (7) days in advance of the date requested, and in the event of cancellation, must be cancelled not less than 48 hours prior to the scheduled use.

The Union agrees to reimburse the Hospital for any additional expenses incurred by the Hospital including janitorial services or other expenses which would not have been incurred had the space not been made available to the Union.

The Union agrees its union stewards, union officers, union board members, bargaining unit employees, and its union business agents will not use meeting rooms offered in accordance with this Article to discuss any matters connected with the internal management or operation of the Union, the solicitation for or collection of dues or assessments, the solicitation for union membership; campaigning for elective office in the union, the distribution of literature, or the solicitation of grievances. The parties further agree the following activities occurring in meeting rooms provided by the Hospital in accordance with this Article will be permitted: (a) verification of whether a member is in good standing to cast a ballot in an election of union officers/board members or the ratification of a renewal agreement; (b) the offering of a union membership card by one bargaining unit employee to another bargaining unit employee while both are on non-working time, and (c) the distribution of literature (ex., voting ballot, voting rights, or employee survey) to bargaining unit employees needed to fulfill the purposes for which the meeting room was granted.

2. **Hospital Property**: Union officers, union board members, and union stewards are permitted to use the Hospital’s telephone, email system, scanner, copy machine, and FAX machine for the limited purpose of performing representational duties specific to this Agreement (grievance handling, dispute resolution, and interpretation/application of this Agreement) provided such use does not interfere with Hospital business. The union is prohibited from using Hospital equipment, systems, supplies, technology or other Hospital property for any other purpose.

3. **University of Kansas Medical Center Meeting Rooms**: The Hospital recognizes the union may schedule public meeting rooms directly with the University of Kansas Medical Center (KUMC) as a non-registered or off-campus group. The Hospital further recognizes bargaining unit employees who are also students with KUMC, University of Kansas School of Health Professions, and University of Kansas School of Nursing, may schedule public meeting rooms directly with KUMC on behalf of a registered student organization. The parties agree the union, its officers, board members or bargaining unit employees including those who are students with the referenced schools may not represent themselves as an employee or agent of the Hospital or use the Hospital as a
“sponsor” (as defined by KUMC) when requesting use of KUMC public meeting rooms for union business/activities. If the Hospital believes a KUMC public meeting room has been reserved in violation of this Article, the Hospital will provide the union notice at kunanurses@gmail.com and will give the union 24 hours to correct the listed deficiencies before it cancels the room reservation. If the union complies with this Article, the Hospital will not cancel the union’s or employee’s public meeting room reservation with KUMC.

ARTICLE 15
REST PERIOD AND MEAL BREAK

1. Employees will normally be permitted one (1) rest period of fifteen (15) minutes with pay for each four (4) hours actually worked. Such rest periods are not cumulative or compensable if missed. Rest periods must be granted by the manager (or designee) and permission will be based upon adequate staffing and ability to provide patient care.

2. A meal break of thirty (30) minutes without pay will be given at or near the middle of any work shift of six (6) or more hours. The meal break will begin at the time the Employee is released from duties, and will end after a period of thirty (30) minutes. In some situations, the manager/designee may delay the meal break until relief from another Employee can be obtained. Also, there may be times when an Employee cannot be relieved from duty to enable them to take a meal break. If the Employee is unable to be relieved, the Employee will remain in pay status. Employees who work through an unpaid meal break, or are not able to take an uninterrupted 30 minute meal break shall notify their supervisor so their time entries can be adjusted to reflect time worked.

3. Employees may not elect to forego or combine rest periods and meal breaks without permission from the manager/designee.

ARTICLE 16
TUITION ASSISTANCE

1. A. Employees having at least twelve (12) months of experience at the Hospital shall be eligible to apply for tuition assistance, as provided below. Part-time employees shall be eligible to apply for tuition assistance on a pro-rata basis provided they regularly work at least .50 FTE per pay period.

   The employee must maintain his/her FTE throughout the duration of the course. Any decrease in FTE will impact the amount of tuition assistance the employee may have been approved for.

   B. Applications for tuition assistance shall be limited to a maximum of six (6) credit hours per semester, up to a total of $3,000 per calendar year, not to exceed a lifetime maximum of $12,000.
C. Upon completion of approved coursework, the Nurse will submit a request for tuition assistance. The request will include a copy of the original approved application for the semester, the approval letter issued to the student, grades for the coursework, and a record of receipts and payments to the school. The request for assistance will be considered according to the program guidelines.

D. Employees must apply for tuition assistance in accordance with deadlines established prior to each semester. Applications must be recommended by the manager.

2. A. Employees will be awarded assistance within budgetary limitations on the basis of established criterion.

B. Prior to accepting tuition assistance, the employee must be willing to continue employment at the Hospital for twelve (12) months after completion of the last semester of assistance received. If the employee discontinues employment or drops to PRN status or less than a .50 FTE prior to fulfilling this commitment, the Hospital reserves the right to require the employee to reimburse the Hospital for the amount received in the last semester on a pro rata basis.

ARTICLE 17
PAYCHECK DISTRIBUTION

1. Payday shall be on Friday and shall be on a bi-weekly basis. If a scheduled payday occurs on a Bank holiday, the paycheck will be issued the Thursday immediately preceding the Friday holiday.

2. The Hospital shall provide information on how to read and understand pay stubs.

ARTICLE 18
NEW PROGRAMS, EQUIPMENT, TECHNOLOGY & SYSTEMS

The Hospital agrees to provide an opportunity for adequate training, for all new programs, equipment, technology, and systems it decides to utilize to applicable bargaining unit employees prior to implementation and use of such new programs, equipment, technology and systems. The Hospital is not obligated to train when no training is needed for the nurse to perform the job.

ARTICLE 19
HOLIDAY COMPENSATION

Compensation for holidays for all bargaining unit employees is in accordance with the provisions set forth below.
1. All employees are eligible for a set number of paid holidays each year. The exact dates vary and are announced at the beginning of each calendar year. Typically, paid holidays have been granted on or around:

New Year’s Day  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving & the Friday after Thanksgiving  
Christmas Day

2. Many employees will be required to work on holidays. If scheduled to work on a holiday and the employee is canceled by the Hospital, the requirements to work a holiday shall have been met.

A. Holiday pay is paid in the 7 day work week in which the holiday occurs. The number of hours of holiday pay for each holiday is determined by the employee’s percentage of appointment.

<table>
<thead>
<tr>
<th>Employee %</th>
<th>Hours of Holiday Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>4.0</td>
</tr>
<tr>
<td>60%</td>
<td>4.8</td>
</tr>
<tr>
<td>70%</td>
<td>5.6</td>
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<td>80%</td>
<td>6.4</td>
</tr>
<tr>
<td>90%</td>
<td>7.2</td>
</tr>
<tr>
<td>100%</td>
<td>8.0</td>
</tr>
</tbody>
</table>

B. If an employee actually works on any of the holidays listed in paragraph one (1) above, such employee will receive time and one-half (1 ½) for each hour actually worked on such holiday in addition to holiday pay as set forth in paragraph 2(A) above. For purposes of determining entitlement to holiday compensation, the holiday shall be considered to run from 2300 hours on the day before the holiday until 2300 hours on the day of the holiday for all holidays. In addition, on the Christmas and New Year’s holidays, holiday compensation will also be paid to persons working two and one half (2 ½) or more hours from 1500 hours to 2300 hours on the eve of the holiday. The employee’s shift must end at or after 1800 hours.

3. Holiday scheduling shall be determined in accordance with Article 50, Scheduling Holiday Work.

4. Nothing in this Agreement is intended to add Christmas Eve and New Year’s Eve to the list of paid holidays referenced in Section 1 of this Article.
ARTICLE 20
JOB DESCRIPTIONS

The Hospital is permitted to determine, maintain, modify or eliminate: (a) job duties and requirements, (b) licensure and certification requirements, and (c) job descriptions on employees covered by this Agreement. Job descriptions will be made available to a Union steward or bargaining unit employee within a reasonable period of time upon request.

Nurses holding an ADN and employed in the bargaining unit during the term of this Agreement shall, for purposes of job postings and lateral transfer within the bargaining unit, be considered to meet the basic educational requirements of open nursing positions within the bargaining unit listing BSN as an educational requirement.

ARTICLE 21
FUNERAL LEAVE

1. Leave with pay shall be granted upon request not exceeding three (3) consecutive working days or up to 24 working hours for purposes of attending a local funeral of an immediate family member; 2 additional consecutive working days or up to 16 additional working hours will be granted for purposes of attending the funeral of an immediate family member if such funeral is an “out of town” funeral – for purposes of this Agreement “out of town” is defined as 250 or more mile radius from the Hospital. Such leave shall be granted in accordance with Hospital policies.

The employee’s relationship to the deceased and the travel time required are among the factors that are considered in determining the amount of paid leave to be granted. An employee may request to use accrued PTO or unpaid leave if additional leave is required and approved. Such approved PTO requests for "immediate family members" as described in Section 2 below shall not be subject to attendance penalty points.


ARTICLE 22
LEAVE OF ABSENCE

Section 1. FMLA Leave of Absence: The Hospital will provide a Family & Medical leave of absence to eligible employees in accordance with the Family & Medical Leave Act of 1993, as amended.

Section 2. Military Leave: The Hospital will comply with all applicable state and federal statutes and regulations relating to the employment rights of employees serving in the armed forces of the United States.
Section 3. Other Leaves of Absences: The Hospital will offer other available leaves of absence to eligible employees in accordance with Hospital policies.

ARTICLE 23
COMPENSATION FOR ATTENDANCE AT MANDATORY IN-SERVICE

Every effort will be made to schedule mandatory in-service or mandatory meetings during the employee’s regular work hours. When this is not possible, the manager/designee will approve the employee to attend on non-work time. Employees attending mandatory in-service or mandatory meetings on their own time shall receive a minimum of two (2) hours base pay for attending such mandatory meeting or the pay for hours actually spent in such mandatory meeting, whichever is greater. Staff coming in early or staying over less than 2 hours before or after their shift for mandatory in-services will be paid for the exact time of scheduled in-service time only.

Any employee’s time spent in these in-services or meetings will be considered as hours worked and will be paid in accordance with the Fair Labor Standards Act and Hospital Overtime Policy.

ARTICLE 24
REIMBURSEMENT OF FEES

The Hospital and the Union agree that special certifications may be required of staff who work in certain clinical areas. Employees will be responsible for obtaining certification/recertification/verification/reverification., but will be reimbursed fees associated with any mandatory program by the Department of Nursing. Examples of such certifications include but are not limited to: (BCLS, ACLS, PALS, NRP).

Prior to enrolling and participating in a course offering that is external to the hospital, a nurse must obtain prior approval from his/her manager and must demonstrate that a reasonable attempt was made to enroll in a hospital based class offering. Mandatory courses taken without pre-approval from the manager and non-mandatory courses taken (whether internal or external) will not be reimbursed. Pre-approved external courses will be reimbursed once during each renewal period. A reasonable attempt shall be defined as the nurse’s written proof (a print screen from the hospital’s intranet, indicating the desired internal training class and showing all internal classes on that topic are full) provided to the manager by the nurse, at least 90 days in advance of the class.

Attendance at pre-approved programs and non-mandatory programs, if approved by a manager, will be considered time worked. Employees may request that attendance at non-mandatory programs be considered “Official Leave.” Where such requests are approved, the hours spent in attendance shall be deemed time worked.
ARTICLE 25
ANNUAL COMPENSATION FOR
CONTINUING EDUCATION

The Hospital strongly recommends participation in continuing education activities by the staff. Such activities are considered critical to the development of progressive nursing practice and thus beneficial to the patient, department, institution, and the employee. Therefore the responsibility and obligation for these activities is shared by the employer and the employee.

These educational offerings assist the nurse in obtaining contact hours necessary for relicensure, or for taking of State Board exams. Approval for paid educational leave to attend an educational offering in-person will be granted only if: (a) the nurse requests approval before the staffing schedule containing the date of the continuing education is posted, (b) there is adequate staff on the unit needed for patient care, and (c) the manager pre-approves the leave on an individual basis. Otherwise, requests for educational leave shall not be unreasonably denied and once approved not normally rescinded. Approval for paid educational leave to attend an educational offering in-person may be granted if the educational offering takes place either during or after the employee’s regularly scheduled hours; and will only be granted for those hours the employee actually spends attending the class. On this basis full-time employees (RN and LPN in a .9 FTE and above position) shall be approved for up to 16 hours of paid educational leave each fiscal year. Part-time employees shall be approved on a pro-rated number of hours based on the employee’s FTE at the time of request. Educational leave shall be administered/tracked based upon the current fiscal year (July 1 to June 30). In addition, these hours will be considered “hours worked” for purposes of calculating overtime.

In the alternative, nurses shall be granted compensation for successful completion of up to 16 hours of online or electronic CEU’s, provided the offerings have been pre-approved by the manager. Online CEU’s approved by the Kansas State Board of Nursing shall be considered automatically approved and will not require pre-approval unless taking of same results in overtime; however pre-approval will not be unreasonably denied.

If a staff member wishes to take a specialty certification exam, the Hospital will allow the nurse up to eight (8) hours of leave with pay. The additional hours will apply only to the taking of the specialty certification exam, and will not be approved for any other purpose.

For an employee’s initial specialty certification acquired, the Hospital will reimburse the employee, up to $500, for the expenses associated with the employee’s studying for and taking the certification examination. On each subsequent anniversary of the employee’s certification, the Hospital will pay the employee $300 as a reimbursement to the employee for expenses related to the employee’s maintenance of the certification. The employee shall be limited to one certification reimbursement per calendar year. The Hospital may, in its discretion, grant reimbursement for more than one certification per calendar year if the certification is applicable to the nurse’s current area of practice.
ARTICLE 26
OVERTIME

1. Employees actually working in excess of 40 hours in a work week are entitled to receive compensation in accordance with the provisions of this Article. Any hours paid but not worked shall not be counted when determining eligibility for overtime.

2. Employees who work additional hours which result in overtime will be compensated by being paid at 1½ times their regular hourly rate (including applicable differentials/premiums) for the hours worked in excess of 40.

3. Except in an emergency, employees will not be permitted to work more than sixteen hours in a twenty-four (24) hour period, nor excessive amounts of overtime. In the event an employee works sixteen consecutive hours, he/she shall be given at least an 8 hour rest period (the Hospital will make every reasonable effort to provide up to a 10 hour rest period, provided appropriate unit staffing levels can be met) before being required to report back to work.

4. The Hospital will attempt to notify employees scheduled to work overtime of any cancellation at least one (1) hour prior to the beginning of their scheduled overtime shift. The Hospital will attempt to notify employees of subsequent cancellations of the scheduled overtime shift occurring during the same scheduled shift at least two (2) hours prior to the cancellation. In the event the Hospital cancels the overtime and has not given or attempted by telephone to give one (1) hour notice, the employee shall be paid two (2) hours “cancellation pay” at their regular hourly rate. In order to be eligible for “cancellation pay,” employees must provide a phone number where he/she can be reached at least two (2) hours prior to the beginning of the overtime shift. Failure of the employee to be available to receive such a call shall result in denial of such “cancellation pay.”

ARTICLE 27
CALL IN/CALL BACK; ON CALL

1. Employees shall be paid $2.00/hour for all hours spent On-Call. Any employee in an “On-Call” status is required to restrict her/his whereabouts to the extent that the employee can be reached immediately by telephone, paging device or similar arrangement and be available to immediately return to work when called.

2. Employees who are scheduled and approved for “On Call”:
   a. May be called back to work after having completed their shift;
   b. May be called in on a scheduled day off;
   c. May be held over after the completion of their shift;
for purposes of meeting unforeseen staffing needs of their assigned patient care area. In such circumstances, employees shall be paid one and one half (1 ½) times their regular rate of pay for all hours actually worked during the call period from the time they are called-in, called-back or held over until the time they are released.

3. Employees who are called back, called in, or held over after the completion of their shift as set forth in Section 2 above will receive pay in accordance with Section 2 until such time as such employee works forty (40) hours. After such employee has worked forty (40) hours such employee will receive overtime pay as set forth in Article 26 and will not be entitled to additional monies under this Article as call back pay and overtime pay shall not be pyramided.

4. Employees who are called in on a scheduled day off or called back to work after having completed their shift shall be paid for a minimum of two (2) hours work.

5. Employees will be added to the “top” of the call list after the manager/designee determines that the employee has satisfactorily completed her/his patient care area orientation.

6. Employees may exchange call assignments or arrange for another staff member to “take call”, provided that changes between and among staff reflect staff skill mix for their respective patient care area, and are approved by the manager/designee.

7. Employees scheduled to be “On-Call” may request the use of a paging device while “On-Call.” The Hospital agrees to provide such devices upon request. However, employees assume responsibility for damage to said equipment resulting from negligence or misuse while in the employee’s possession.

ARTICLE 28
APPROPRIATE ATTIRE AND IDENTIFICATION

The Hospital is permitted to establish and enforce professional image standards. All employees will present a neat, clean, and professional appearance and will comply with the professional image standards at all times when present in the Hospital in order to communicate a positive and professional message to patients, visitors, clients and associates. All employees are required to wear a Hospital supplied Employee ID Badge while on Hospital premises and are not permitted to deface, destroy, or change the badge in any way.

If an employee has safety concerns related to the display of the employee’s full name on the Hospital supplied Employee ID Badge, the employee shall immediately notify his/her supervisor so measures can be taken to address the identified concern.
ARTICLE 29
PREMIUM PAY PROGRAM

1. **Weekend Program.** Employees who are .50 FTE or greater and are willing to make a minimum of a 6-month commitment to work either 20, 24 or 36 hours every weekend may apply to the Premium Pay Weekend Program. Employees working less than .50 FTE are not eligible for the Premium Pay Weekend Program. For purposes of this Article, weekends are defined as 1500 Friday through 0700 Monday. If approved by the Nurse Manager, LPNs shall receive an additional $175 per pay period (on a pro rata basis for LPNs who are less than .9 FTE) during the time the LPN continues to participate in the Premium Pay Weekend Program in lieu of the regular weekend differential. RNs who are approved by the Nurse Manager to participate in the Premium Pay Weekend Program shall receive the following differential during the time that the RN continues to participate in the program in lieu of the regular weekend differential:

<table>
<thead>
<tr>
<th>Effective First Full Pay Period Following Hospital Board Approval of MOA</th>
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<tbody>
<tr>
<td><strong>RN'S</strong></td>
</tr>
<tr>
<td>Weekend Days</td>
</tr>
<tr>
<td>Weekend Evenings</td>
</tr>
<tr>
<td>Weekend Nights</td>
</tr>
</tbody>
</table>

If the Hospital believes an increase in premium pay is needed to be competitive in the marketplace, the Hospital will discuss the proposed increase with the Union and give consideration to any purchased or publically available financial data related to market conditions provided by the Union before implementing the change.

Employees participating in the Weekend Premium Pay program are eligible for the regular evening and night differential only when they work non-weekend evening or night hours.

Employees accepted into the Weekend Premium Pay Program will be granted weekend hours off in accordance with their signed commitment as follows:

a. Employees working 20 hours each weekend will be granted 48 weekend hours off during each 6-month commitment.

b. Employees working 24 hours each weekend will be granted 60 weekend hours off during each 6-month commitment.

c. Employees working 36 hours each weekend will be granted 84 weekend hours off during each 6-month commitment.
Employees working more weekend hours than their signed commitment will not be eligible to take additional weekend time off. If the weekend total hours off are not taken in the 6-month period, then the remaining hours can be added to the next 6-month period only. The employee must prearrange the weekend time off with the Nurse Manager as PTO. Time off may be used on divided weekends.

2. **Removal From The Premium Pay Program.**

   a. **Removal for Failure to Meet Attendance Requirements:** Employees in the Premium Pay Weekend Program failing to work the approved number of hours (20, 24 or 36 hours every weekend) will be removed from such Premium Pay Weekend Program when their time off (PTO, trades and/or call-in(s)) exceeds the granted weekend hours off in accordance with their signed commitment as set forth in 1.(a), (b) or (c) of this Article 29. FMLA, Funeral Leave, Jury Duty, and Holidays (where the employee has been granted such Holiday off) will not be counted against an employee's granted amount of weekend hours off. Attendance will be tracked on a 12 month rolling calendar from the start of participation in the program. Once such employee has exceeded such weekend hours off, appropriate counseling will be as follows:

   First scheduled shift call-in which exceeds granted weekend hours off is Verbal Counseling.

   Second scheduled shift call-in which exceeds granted weekend hours off is Written Warning.

   Third scheduled shift call-in which exceeds granted weekend hours off is Final Written Warning and removal from Premium Pay Weekend Program.

   b. **Removal Due to Disciplinary Action:** An employee may be removed from the Premium Pay Program following the issuance of disciplinary action as discussed in Article 8 Section 2 of this Agreement.

   c. **Voluntary Removal:** Employees wishing to be removed from the Premium Pay Program must submit a written request before the self-scheduling sign up date.

3. Employees who are on written disciplinary action of any kind, are not eligible to apply for any of the premium pay programs.

**ARTICLE 30**

**SPECIAL COMPENSATION**

1. All Out of Hospital Transport nurses shall receive the “Out of Hospital Transport” differential of $5.00 per hour for those hours actually worked on transport.

2A. CNIIs covered by this Agreement will receive a 6.50% increase to their base hourly rate of pay effective the first full pay period after Board approval of the MOA in 2017.
Effective first pay period following: 9/1/2017 a 3.00% increase to base hourly rate of pay, for CNIIIs covered by this Agreement.

Effective first pay period following: 9/1/2018 a 3.00% increase to base hourly rate of pay, for CNIIIs covered by this Agreement.

2B. The parties agree the Hospital, in its sole discretion, has the right to establish and implement an increase in base hourly rates of pay for employee(s) employed in the bargaining unit at times not related to wage increases listed in Section 2A above so as to remain competitive in the marketplace. Such increases may be granted at any time, including during the negotiation of a renewal agreement and before the parties have reached an agreement on wages.

The Hospital agrees not to hire Clinical Nurse II’s in the bargaining unit at hourly rates greater than incumbents with equal years of service.

2C. If the Hospital believes a retention bonus or specialty call pay is needed to be competitive in the marketplace, the Hospital will discuss the proposed pay program(s) with the Union and give consideration to any purchased or publically available financial data related to market conditions provided by the Union before implementing the change.

3. Nurses working as “relief charge nurse” will receive a minimum of $2.00 per hour differential for those hours actually worked as “relief charge nurse.”

4. RN’s working in the operating room (“OR”) as of October 1, 2013, will receive $1.00 per hour more than their base hourly rate of pay. Any RN’s newly hired or transferred to the OR in a bargaining unit position after October 1, 2013, will not receive the additional $1.00 per hour.

5. Nurses working in the “float pool” will receive a minimum of $3.00 per hour more than their base hourly rate plus any applicable shift differential for their assigned shift.

6. CNE/CNI’s hired with less than 12 months of experience will receive a 5% increase upon completion of 12 months of RN work experience.

7. A CNI is eligible to promote to a CNII (at the minimum of the range) with the completion of 24 months of RN work experience.

8. Nurses working as “Primary Preceptor” will receive a minimum of $2.00 per hour differential for those hours actually worked as a “Primary Preceptor.”

9. Operating Room - "Restricted Call Pay"

In order to provide enhanced patient care coverage in the OR Department, the Hospital will establish "Restricted Call" positions in the OR which will be considered a 1.0 FTE position. The Hospital shall determine the number of such "Restricted Call" positions that are needed. CNII’s desiring such positions must have a minimum of two (2) years’ experience in the OR Department and must be available to be called into work in the OR.
at anytime between the hours of 5 p.m. and 7 a.m. - Sunday through Thursday. It is generally anticipated that employees working in a "Restricted Call" position will physically work less than 40 hours in a workweek.

When called in to work, a "Restricted Call" employee will swipe his/her badge in the OR upon entry and exit from the workplace. This will be done to track those hours actually worked by such employee and to calculate the appropriate hourly rate of such employee's pay in accordance with current pay practices for OR employees working those same shift hours in accordance with the Memorandum of Agreement.

"Restricted Call": employees that do not physically work 40 hours in their pay period will receive "Restricted Call Pay" for such hours not worked to a maximum of 40 hours for that work week. (The provisions of Article 27 do not apply.) The hourly rate for "Restricted Call Pay" shall be the regular base hourly rate of pay for OR first shift employees.

(Example: An employee physically works 30 hours in his/her work week -- such employee would receive 30 hours pay at the appropriate hourly rate plus 10 hours of "Restricted Call Pay" for a total of 40 hours pay for the work week.)

Employees working in the "Restricted Call" positions will be subject to performance corrective action and other terms and provisions set forth in the Memorandum of Agreement. "Restricted Call" employees who fail to report to work within 30 minutes of being called may be subject to disciplinary action, including but not limited to, removal from the "Restricted Call" program.

ARTICLE 31  
SHIFT DIFFERENTIAL

1. The following shift differentials shall be applicable for those hours actually worked by employee(s), between 1500 hours and 0730 hours provided such employee(s) actually work 4 or more consecutive hours in such differential period (1500-0730). The evening and night shift differential is a minimum based on market based pay evaluation.

2. Evening Differential (1500-2300)  
   RN - $3.00  
   LPN - $2.25

3. Night Differential (2300-0730)  
   RN – $4.00  
   LPN - $2.75

4. Shift differential, when earned, shall be added to the employee’s base pay rate for purposes of determining the appropriate rate of pay in computing overtime compensation.
Evening and night premium pay will end on February 1, 2017, the Effective Date of this Agreement, as defined in Article 53. Registered Nurses receiving evening or night premium pay immediately prior to the Effective Date of this Agreement shall now receive the shift differentials listed in Appendix B and not the shift differentials listed in this Article.

ARTICLE 32
PARKING

1. All employees covered by this Agreement whose shifts end between the hours of 2200 and 0800 will be afforded parking privileges in a campus garage designated by the Hospital without charge to the employee. Nurses who are "on call" and report back to the Hospital between the hours of 1800 and 0800 will be permitted to park, without charge, in a connecting parking garage designated by the Hospital provided their vehicle is removed by 0800.

2. The parties agree to work cooperatively with Parking Services in seeking solutions which will result in the availability of sufficient and affordable parking for all employees.

ARTICLE 33
SCHEDULES

1. Work schedules will be posted on the individual patient care areas at least fourteen (14) calendar days in advance of the beginning of the scheduled work period. Each schedule shall cover a period of a minimum of four (4) weeks.

2. Except in an emergency, the posted schedule of hours can be changed only by mutual consent of the manager/designee and the Employee.

3. Employees may request: (a) paid time off as detailed in Article 49. – PTO, (b) unpaid time off in accordance with Hospital’s leave policies, or (c) to work a different day during the workweek in place of a work day normally scheduled to meet the employee’s FTE status. Such requests will be evaluated in light of anticipated patient load, acuity, and staffing. Staff requests shall not be denied in an arbitrary or capricious manner.

4. Where patient care areas operate on a continuous, twenty-four (24) hour, seven-day operation, employees working eight (8) hour shifts will not normally be scheduled for more than five (5) consecutive days of work; Employees working ten (10) hour shifts will not normally be scheduled for more than four (4) consecutive days of work; Employees working twelve (12) hour shifts will not normally be scheduled for more than three (3) consecutive days of work; Employees working any combination of eight, ten, or twelve hour shifts will not normally be scheduled for more than four (4) consecutive days of work; unless otherwise requested in writing by the employee.

5. Employees may switch scheduled days with the approval of the manager or designee. Such switches obligate both employees to the amended schedule and disputes between or
among employees regarding mutual schedule changes shall not be subject to grievance or arbitration. Switches not adversely affecting the operation of the unit or increasing costs, will not be reasonably denied.

ARTICLE 34
WEEKEND SCHEDULING/DIFFERENTIAL

1. Employees shall be paid a weekend differential (exclusive of other premiums or differentials) for those hours actually worked with a minimum of four (4) hours between 1500 Friday and 0730 Monday. (Note: In order to qualify for such Weekend Scheduling Differential the Employee(s) shift must end at or after 1900 on Friday and such Employee(s) shift must start at or before 0330 on Monday.)

   RN’s   $2.25 per hour (minimum)
   LPN’s  $1.50 per hour (minimum)

2. Every reasonable effort shall be made to schedule employees “off” every other weekend. Where patient care demands and staffing allow, employees may be allowed “off” more frequently. Employees who work in patient care areas not routinely open on weekends shall not normally be required to work on weekends.

3. The parties agree that in order to be considered to have worked a “full” weekend, an employee must work a minimum of two full shifts between 3:00 p.m. Friday and 7:30 a.m. Monday.

4. Whenever possible, employees shall be granted, upon request, two (2) full PTO weekends per year in addition to regularly scheduled weekends off. Such requests shall not be unreasonably denied. Employees may request additional weekends off but approval of such requests will be at the discretion of the manager/designee. Except where the Hospital Disaster Plan has been activated, employees shall not be responsible for patient care coverage while on PTO.

5. The Hospital agrees to normally limit the weekend scheduling of employees working less than thirty percent (30%) “Full Time Equivalence” (FTE) to no more than one full shift every four weeks. In addition, the hospital agrees that where patient census, acuity, need for nursing care and budgetary considerations allow, the hospital shall make reasonable efforts to work toward limiting the scheduling of employees working less than fifty percent (50%) FTE to no more than two (2) weekend shifts per every four (4) week period.

ARTICLE 35
SENIORITY

1. DEFINITION
For purposes of this Article, seniority is defined as follows:
A. Bargaining Unit Seniority shall mean the length of time a bargaining unit employee has been continuously employed in a job classification set forth in Article 1 of this Agreement.

B. Hospital Seniority shall mean the bargaining unit employee’s length of service with the Hospital (and predecessor KUMC unless there has been a break in service of one year or more).

C. Nursing Unit Seniority shall mean the bargaining unit employee’s length of service in the employee’s currently assigned nursing unit.

2. Accrual/Loss of Seniority

A. Seniority as defined in Section 1 above shall commence upon the date of the Employee’s most recent period of employment with the Hospital.

B. An Employee shall, for the purpose of calculating Seniority, be considered continuously employed in the following circumstances:

(1) during military leave as determined by state and federal statutes or regulations;

(2) during time that the employee is absent from work but is in pay status including PTO or other approved leave of absence.

C. An Employee’s bargaining unit and nursing unit seniority shall be lost due to:

(1) Resignation, quit or retirement; (the employee may have seniority reinstated if he/she returns to a bargaining unit position within thirty (30) days)

(2) termination from employment for cause;

(3) transfer to a job outside of the bargaining unit;

(4) employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee’s Hospital Seniority whichever is the lesser;

(5) failure to respond to a recall from layoff within seven (7) days following delivery of a certified letter from Employer to the Employee’s last known address, advising him/her of recall, unless Human Resources is notified otherwise and the Hospital determines in its discretion extenuating circumstances exist;

(6) failure to return at the conclusion of an approved Leave of Absence;
(7) presumed resignation based upon job abandonment;

(8) barring extenuating circumstances as determined by the Hospital, absence for two (2) consecutive scheduled workdays without notifying the Hospital during the absence;

(9) employee has entered into a settlement agreement recognizing that he/she is permanently and totally disabled from employment;

(10) employee accepts employment elsewhere while on leave of absence; or

(11) the Hospital is sold or its operations are otherwise transferred or permanently discontinued.

An employee whose seniority accrued under this Agreement is terminated for any of the reasons outlined in this Section, except Section 2C(3) above, shall be considered a new employee if he/she is again employed by the Hospital.

D. Employees who are laid off shall not accrue seniority during the period of layoff, however, upon recall their bargaining unit seniority shall be adjusted to reflect seniority during the period of layoff, with a maximum accrual of one (1) year.

E. Employees who transfer to positions within the Hospital outside of the bargaining unit shall continue to accrue bargaining unit seniority for a period of one (1) year, provided such employee returns to a position within the bargaining unit within such one (1) year period. After the one (1) year period, such employee will forfeit all bargaining unit seniority.

3. Seniority List

A. The Employer shall prepare a seniority list and post it on the respective nursing unit bulletin board, showing employees’ seniority on March 1 and September 1 of each year. The Employer shall send a copy to the Union President or designee within five (5) days after the list has been prepared.

B. When determining the employee’s place on the posted seniority list discussed in Section 3A above, the Hospital shall use Bargaining Unit Seniority. When two (2) or more nurses have the same Bargaining Unit Seniority, their place on the seniority list shall be determined by Hospital Seniority. Should a tie still exist, the employee’s place on the seniority list shall be determined by Nursing Unit Seniority. Employees who have the same Nursing Unit Seniority shall be placed on the seniority list based on who wins a coin toss.

C. The Union and/or an employee shall have thirty (30) calendar days from the date of posting to notify the Director of Labor Relations or his/her designee of any
disagreements over the seniority list. The Director of Labor Relations shall have five (5) working days to schedule a meeting with the employee to verify data used to calculate their seniority. If any error is identified as a result of this review, the record shall be corrected as soon as possible and communicated to the Union President within five (5) days. Any dispute relative to seniority issues shall be subject to the grievance procedure contained within this Agreement.

4. Application of Seniority

Seniority will apply only as specifically provided for below:

A. The Seniority List discussed in Section 3(A) of this Article shall be used to determine: (1) scheduling of PTO; (2) selection for shift preference; and (3) holiday schedules, but only as described in Article 50 Scheduling Holiday Work.

B. Seniority shall be a factor although not the sole factor when determining: (1) lateral transfer, (2) promotion, and (3) layoff and recall as herein provided.

C. Hospital seniority as defined in Section 1(B) shall be the basis for the computation and determination of benefits where length of service is a factor.

ARTICLE 36
WORK LOADS

Nurse managers, other supervisory personnel, and qualified licensed nursing staff may assist in performing patient care during periods of increased need, emergency, training, or to provide special skills not found among current employees. In addition, unit coordinators and nurse/unit educators who are not part of the bargaining unit may regularly provide direct patient care without restrictions.

Except for groups of employees hired to meet specific needs (such as PRN or Weekend programs), temporary or agency employees shall be used only to meet temporary or emergency needs, or during times when the supply of nurses cannot meet the Hospital’s demands for qualified nurses.

ARTICLE 37
LAYOFF AND RECALL

1. Layoff:

A. The Hospital may determine, in its sole discretion, whether and when layoffs are necessary and which shift, unit and budgeted hours are affected.

B. When the Hospital finds it necessary to layoff bargaining unit employees the layoff will take place in the following order:

i. Agency nurses/contingent workers.
ii. Bargaining unit employees who volunteer for layoff.
iii. Probationary/provisional bargaining unit employees in the affected unit, shift, and budgeted hours.

2. If additional layoffs of bargaining unit employees become necessary, the following steps shall occur:

A. The Hospital will notify KUNA that layoffs are to occur and the anticipated date of the layoff.

B. For an anticipated layoff of more than seven (7) days, the Vice President of Human Resources or designee shall notify the affected employee of the layoff in writing sixty (60) days prior to the proposed effective date of the layoff unless such layoff is due to an Act of God or other cause beyond the Hospital’s control, in which case the employee will be notified as soon as reasonably possible.

C. Prior to the scheduled layoff, employees subject to layoff shall seek placement in all open and available positions within the Hospital for which the employee is qualified to perform. Affected employees shall be given preference over other external or internal applicants for the opening(s), provided he/she possess the job’s required knowledge, skills, competencies, licensures and certifications. If the affected employee is extended and accepts an offer of employment for an open and available position in lieu of layoff, the employee relinquishes any bumping rights allowed under this Article. If the affected employee declines an offer of employment for an open position for which he/she is qualified to perform, the employee shall have no further rights under this Article and shall be laid off with no right of recall.

D. If there are no open and available position(s) for which the affected employee is qualified to perform, the employee is permitted to bump the least senior employee in the affected nursing unit in order to avoid a layoff. The employee will only be permitted to bump the lowest senior employee if the Hospital is able to maintain a nursing unit staff with the same level of competencies, licensures, and certifications once the bumping process has been completed.

A request to bump will be processed in the following manner:

i. Human Resources shall develop a nursing unit seniority list for all nurses in the affected nursing unit. The seniority list so produced shall include the employee’s current shift assignment and nursing unit.

ii. A conference shall be held with the employee subject to layoff to determine his/her shift preference in the affected nursing unit. The nurse may indicate that he/she will accept all shifts, any two (2) shifts or only one (1) shift.

iii. The employee subject to layoff shall have the right to bump the least senior nurse on those shifts selected by the nurse during the layoff conference.
iv. If the employee subject to layoff accepts the position occupied by the least senior employee, the bumped employee will be laid off and will not be eligible to bump under this Article.

v. If a part-time employee has greater seniority than a full-time employee, he/she must be willing to accept full-time employment in order to bump a full-time employee.

vi. An employee subject to layoff who refuses to exercise his/her bumping rights under this Article, shall be deemed to have exhausted his/her bumping rights and shall be laid off without recall rights.

vii. Every reasonable effort will be made to minimize the number of individuals affected by a layoff.

3. Recall:

A. The Hospital shall maintain separate lists by nursing unit of employees laid-off and employees who accepted a demotion, transfer or shift change in lieu of layoff. Each employee’s name shall remain on such list for a period not to exceed one year. An employee’s name may be removed from such list prior to one year at the request of the employee or if he or she moves from the area and is not available for recall.

B. Whenever a vacancy occurs in a nursing unit, employees who are laid off in that nursing unit shall have first consideration for recall to the position in accordance with seniority and the ability to do the job.

If the vacancy occurs in a nursing unit in which there are no laid off employees, then employees from that nursing unit who in lieu of layoff accepted a demotion or transfer to another position or shift shall be given the opportunity to return to the nursing unit prior to recalling employees previously laid off from other nursing units.

C. The rules outlined above shall then apply to any vacancy which occurs while there are individuals on the recall list. If the vacancy exists in a nursing unit where there is neither a person previously laid off nor a person who was demoted or transferred, then the laid off employee with the most seniority will be recalled if she/he has the ability to perform the job and if not, the most senior employee on the recall list who has such abilities will be recalled. Any recalled employee who was subject to an unsatisfactory performance review or disciplinary action at the time of layoff shall return with the prior steps in place and shall be subject to continued review as warranted by performance or conduct upon return.

D. Senior part-time employees on the recall list shall have recall rights to a full-time position only if he/she is willing to work the required full-time schedule of hours.

E. Provisional employees shall have no recall privileges.
F. Right to recall is terminated when: (i) the employee is recalled and reports to work; (ii) the employee applies for a posted position with the Hospital and is selected for the opening; (iii) the employee is offered and refuses to accept a position upon recall; (iv) more than 365 days has passed since the layoff; (v) the employee fails to report to work within three (3) consecutive days of receiving a verified notice of recall; or (vi) on the date the notice of recall is returned to the Hospital as undeliverable or unsigned.

ARTICLE 38
JOB POSTING/LATERAL TRANSFER

1. The Hospital agrees that before filling job openings within the bargaining unit, the job opening, including the nursing unit, FTE, and an indication of the normally scheduled shift(s), will be posted in the nursing unit for a period of at least five (5) days to allow qualified employees in the nursing unit an opportunity to change shifts. An email to nursing unit employees is sufficient to satisfy this posting requirement. If qualified employees in the nursing unit apply for the job opening after the 5 day posting period, they will be considered for the job opening along with all other internal or external applicants.

2. The Hospital may simultaneously post the open position on the Hospital’s web-based job application internet site, but the Hospital will consider qualified nurses on the applicable nursing unit first provided they apply within the five day posting period. Employees desiring the opportunity to be considered for such job opening must apply on-line before the end of the posting period.

3. Prior to filling an open position with an applicant from outside the bargaining unit, the hospital will approve the transfer request of an employee having the necessary qualifications and job competencies to perform the job and is eligible for transfer, except where such transfer would significantly detract from the efficiency of the nursing unit or the ability to provide care to the patients.

4. Employees having been involuntarily transferred will within twelve (12) months after their involuntary transfer be offered the first opportunity to be returned via lateral transfer to the nursing unit from which they were previously transferred. If the employee refuses such offer, the employee shall have no further rights, under this Section, to preference in the transfer or selection process.

5. Internal transfers when approved will normally be affected within four (4) weeks.

6. Only employees who have completed provisional status, have an overall rating of 3 or above on their performance appraisal, are free from disciplinary action within the past six (6) months, are qualified to perform the work for which they are applying, and have at least six (6) months of continuous service in her/his present position shall be eligible for transfer. The date of posting shall be the basis for determining eligibility. Exceptions to these transfer requirements can be made with divisional Vice President approval.
7. A bargaining unit employee who accepts a lateral transfer shall receive an adequate orientation to the new area and retain all applicable seniority.

8. Where two (2) or more employees in the nursing unit where the vacancy occurs have provided written notice to the manager indicating a desire to change shifts, the Hospital shall assign the employee with the greatest seniority according to Article 35, except in cases where the employee with lower seniority is being reassigned as an accommodation under The Americans With Disabilities Act, as amended.

ARTICLE 39
TEMPORARY CENSUS CHANGE

The Hospital and the Union agree that fluctuating census and acuity levels may result in either increased or decreased staffing needs on a day-to-day basis.

1. **Temporary Reduction in Census:** Where census is low or patient acuity does not require typical staffing levels, managers/designees shall make every reasonable effort to utilize excess staff in ways such as reassigning affected employees to other nursing units in accordance with the procedures described in Article 40 or, at the discretion of the manager, allowing staff to participate in activities including, but not limited to required educational offerings, projects, committee work, and teaching/orientation preparation.

Temporary staffing reductions due to low census will be made in the following order unless the quality and safety of patient care would be impacted by the remaining mix of knowledge, skill, talent and competency level:

A. Cancel or send home per diem Agency personnel working on the affected nursing unit, as appropriate.

B. Cancel or send home personnel working on incentive shifts as appropriate.

C. Send home employees who are currently working overtime; if no employees are working overtime, send home employees scheduled for overtime in that work week.

D. Seek volunteers to take time off. Regular employees in the affected nursing unit(s) shall be offered the opportunity to take time off in seniority order, on a rotating basis. A list of those choosing to go home will be kept on each unit to track that those offered and taking time off is rotating in seniority order. Employees who are so affected may elect to use any accumulated PTO or may take time off without pay.

E. Cancel or send home PRN personnel working on the affected nursing unit as appropriate.
F. If additional staff reductions are still needed, regular employees in affected nursing unit(s) shall be sent home in inverse order of seniority on a rotating basis. Employees who are so affected may elect to use any accumulated PTO or may take time off without pay. A list of those sent home will be kept on each nursing unit to track that the cancellations are rotating in inverse seniority order.

2. **Unexpected Increase in Census**: If census should unexpectedly increase, resulting in a need for additional staffing, managers/designees shall utilize the procedure listed below.

   Except in those circumstances where specialized skills are needed for patient safety, as determined by such manager/designee, items A and B shall be utilized prior to item C.

   A. Seek staff from other units in accordance with Article 40. Change of Assignment.

   B. Seek volunteers on or off duty to work additional hours without incurring overtime during the workweek; or

   C. Assign overtime as needed in accordance with Article 26. Overtime.

**ARTICLE 40**

**CHANGE OF ASSIGNMENTS**

1. Staffing needs occasionally may require that during a shift, an Employee be temporarily reassigned to a nursing unit other than the one to which the employee is normally assigned to work.

2. Managers/designees will continue to evaluate daily nursing unit staffing needs. In the event that nursing unit(s) is in need of additional staffing, volunteers will be sought to meet the staffing need. If there are insufficient volunteers, the manager/designee will determine which nursing unit(s) is best able to operate with reduced staff, and shall reassign employees who have completed initial orientation, from the nursing unit(s) which in the opinion of the manager/designee is able to operate in a safe manner with reduced staff.

3. Except where reassignments are made in accordance with Section 4 of this Article, staff will be reassigned on a rotational basis (beginning with the least senior employee at work on the nursing unit making the reassignment). Records of such rotation shall be maintained on each unit. Except in an emergency, employees working involuntary overtime shall not be required to accept reassignment during her/his overtime shift.

4. Patient nursing needs on the sending and/or receiving nursing unit shall be taken into consideration when selecting employees for reassignment.

5. It is the intent of the parties to minimize reassignment of staff. The Hospital and Union agree that employees who are reassigned should be placed in a position in which the
employee is able to provide safe patient care. Reassigned staff will be placed in one of the roles as described below:

Role #1 - The reassigned nurse shall accept a specific patient assignment that is consistent with their level of competency.

Role #2 - The reassigned nurse shall have a task-oriented assignment made, e.g. vital signs, medications, blood draws, etc. The reassigned nurse assists and collaborates with all of the nurses on the unit related to specific tasks assigned.

Role #3 - The reassigned nurse shall be co-assigned with a nurse on the receiving unit who has a larger than normal patient assignment. The nurse on the receiving unit will collaborate with the reassigned nurse to decide what portion of their patient assignment they are competent to do.

6. Employees being reassigned pursuant to this Article will be expected to accept such reassignments without delay. However, if a nurse wishes to express concern over the reassignment, he/she may inform the manager/designee (who made the reassignment) and/or the NAC working that shift of the reasons for the objection. If the employee continues to have concerns after discussion with the manager/designee or NAC, then the employee may request that the on-call Nursing Director be contacted. If the employee is still directed to accept the reassignment, upon reporting to such reassigned nursing unit, the nurse may request assistance, if needed, to provide safe patient care. The nurse will fulfill the assignment to the best of her/his ability. However, the employee may document the reasons for her/his objections to the reassignment and provide a copy to their manager/designee and if they choose to the Union.

7. Nurses who are reassigned shall request and receive instructions necessary to complete the assignment.

8. Nurses may request an orientation to any or all nursing units within their clinical division, as needed to maintain safe practice. New employees shall receive orientation to each nursing unit in their clinical division as part of their orientation to the Hospital.

ARTICLE 41
GRIEVANCE PROCEDURES

Section 1: Grievance Procedures: Grievance is defined as a dispute arising under and during the terms of this Agreement raised by a bargaining unit member or the Union involving an alleged violation, misrepresentation, or misapplication of an express provision of this Agreement or a Hospital policy related to his/her status as an employee.

Provisional employees are not eligible to participate in the grievance procedures set forth in this Article during the six (6) month provisional period.
A class union grievance shall be initiated in writing signed by a union steward and shall begin at Step 3 of the Procedure outlined below. To be timely, the Union’s grievance must be filed within the same time frames set for filing grievances at Step 1 in this procedure.

Employees are encouraged to attempt to resolve their grievances first with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee’s satisfaction through informal discussion with the immediate supervisor, the grievance shall be processed in accordance with the following procedures:

**Step 1.** Within five (5) days of the date the alleged grievable act occurred or the date that the employee knew or should have known that the alleged grievable act occurred, the employee(s) having a grievance and/or his/her/their union steward shall present the grievance in writing and signed by the employee(s) to his/her/their immediate supervisor. Grievance forms shall be available from any union steward. (An) employee(s) whose grievance concerns a discharge or suspension may go directly to Step 3, but shall file the Step 3 grievance of the suspension or dismissal within five (5) days of the receipt of the notice of such discharge or suspension.

The employee(s) shall be entitled at his/her/their request to have a union steward accompany him/her/them at any step of this procedure.

The immediate supervisor may meet with the employee(s) or other personnel as needed to prepare a reply. The immediate supervisor shall within five (5) days (after the foregoing discussion) give an answer in writing to the employee and the union steward if the employee has chosen to be represented.

**Step 2.** In the event that the grievance is not settled at Step 1 to the employee’s satisfaction, the employee(s) may within five (5) days after receipt of the supervisor’s response appeal the grievance in writing to the employee’s Department Head and/or his/her designee stating the reasons for such appeal. The Department Head or designee may conduct an investigation, including interviewing the grieving employee, as he/she deems necessary in order to prepare a reply or resolve the grievance.

The Department Head or designee shall respond to the grievance in writing within five (5) days after receipt of the appeal. The response shall be sent to the employee(s) with a copy to the Director of Labor Relations and to the employee’s union steward if the employee has chosen to be represented.

**Step 3.** If the grievance is not settled at Step 2 to the employee’s satisfaction, the employee(s) and the employee’s union steward may within five (5) days after receiving the answer in Step 2 above appeal the grievance in writing to the Director of Labor Relations or her/his designee stating the reasons for such
appeal. (This shall be the original step for class Union Grievances and may, at the
discretion of the employee, be the initial step for Employee Grievances related to
suspension or discharge.)

The Director of Labor Relations or his/her designee may conduct an investigation
as he/she deems necessary in order to prepare a reply or resolve the grievance.
During such investigation, the Director of Labor Relations or his/her designee
may interview the employee, Union Steward or other employees if he/she deems
same is necessary. Should such interviews be conducted, the employee and/or the
employee’s Union Steward shall be entitled to copies of any witness statements
and materials collected during the interviews; but specifically excluding work
product.

An employee may, at his/her discretion, request to be represented by the Union’s
designated Union Steward/Union Representative at a Step 3 investigation.

The investigation phase of Step 3 shall be concluded within ten (10) days after the
filing of the grievance with the Director of Labor Relations. The Director of
Labor Relations or his/her designee shall render a written decision within five (5)
days after the conclusion of the investigation. Such decision shall be sent to the
employee and to her/his Union Steward/Union Representative if the employee has
chosen to be represented. In the case of a Union Grievance, the response shall be
sent to the President of KUNA at kunanurses@gmail.com.

**Step 4.** Grievances which have not been resolved at Step 3 to the employee’s satisfaction
may be appealed in writing to the next step in the grievance process which is a
pre-arbitration settlement conference. The appeal shall be presented to the
Director of Labor Relations or designee by the Union (stating the reasons for such
appeal) and signed by the grievant within five (5) days after receipt of the Step 3
response from the Director of Labor Relations or his/her designee.

Up to three members of the union, one of which must include an elected KUNA
officer, and up to three members of Hospital management one of which is to
include a VP in nursing, shall attend the pre-arbitration conference to attempt to
resolve the matter, or mutually agree in writing a pre-arbitration conference will
not be useful in resolving the matter. The party filing the appeal to the pre-
arbitration conference step shall schedule the pre-arbitration conference. The
participants at the pre-arbitration conference are permitted to ask questions and
gather additional information, as needed, in order to assist in the resolution of the
grievance, but it is understood the conference is intended to be a settlement
conference. The parties have a maximum of 20 days after the pre-arbitration
conference to resolve the grievance. If the parties are unable to reach a resolution
of the grievance by the end of twenty (20) days following the pre-arbitration
conference, the parties must state in writing the settlement conference was
unsuccessful.
Step 5. Grievances which have not been resolved at Step 4 to the satisfaction of the employee may be appealed in writing by the Union (stating the reasons for such appeal) and signed by the grievant within five (5) days after receipt of the notice the pre-arbitration conference was unsuccessful. The Step 5 appeal shall be to arbitration conducted by an impartial arbitrator selected in accordance with the following procedures. Notice of written appeal shall be delivered to the Director of Labor Relations or Designee.

Grievances which have not been resolved in Step 4 and which are not appealed, in writing, within such five (5) day period shall be deemed resolved and shall not thereafter be subject to the grievance and arbitration procedure.

Upon appeal, the parties shall request that the Federal Mediation & Conciliation Service provide a Regional Panel consisting of five (5) qualified impartial arbitrators. The party pursing the grievance shall strike first. Should either party determine that any panel of arbitrators is not satisfactory; they may reject the panel and request another prior to any striking of arbitrators. Each party can only reject a panel once.

Section 2: Duties of the Arbitrator: The arbitrator shall act in a judicial capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement or Hospital policy. The decision of the arbitrator shall be based solely upon the application of the express terms of this Agreement or Hospital policy and shall be limited to the specific facts and issues of the grievance so presented.

It is understood that this Agreement covers employees engaged in the care of critically ill patients as a verified Level I Trauma Center, and that the mission of this Hospital is to deliver world class patient care to the people we serve, and ensure the excellence of future patient care through exceptional learning, teaching and research. Thus, it is agreed the arbitrator shall consider the Hospital’s mission when called upon to review the interpretation or application of this Agreement, or the basis of the disciplinary action taken against a bargaining unit employee. Accordingly, laws of the shop from industrial settings may not apply.

If either party believes a grievance may not be arbitrable, that argument shall be made at the lowest possible step of the grievance process. If the parties advance the grievance to arbitration without resolving the issue of arbitrability, it will be determined via an expedited hearing or through the submission of briefs on the issue, prior to the hearing on the merits of the grievance. In the event an arbitrator finds he/she has no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. Also, the arbitrator shall have no power to provide agreements for the parties in those cases where in this Agreement they have agreed the decision/action is in the discretion of the Hospital, or further negotiations should occur to cover the matters in dispute.

If the remedy of back wages is awarded, the arbitrator shall deduct from the award monies received by the grievant in the form of unemployment compensation, workers’ compensation, compensation for personal services received from any source during the period in question, and
income from any period in which an employee would not have been qualified to work in their previous position.

The decision of the arbitrator shall be final and binding on the parties and shall be presented in writing to both parties by such impartial arbitrator within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties.

The fee and expenses of the arbitrator shall be divided equally between the Hospital and the employee or Union; provided, however, that each party shall be responsible for compensating its own representative and witnesses, including pay for all working time lost during any employee’s regularly scheduled shift.

Section 3: The Union will be provided a copy of all formal grievances filed by the appropriate Union Steward and will receive copies of written communications between the employee(s) and the Hospital regarding the grievance.

Section 4: All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays recognized by the Hospital.

Section 5: Time limits stated herein may be waived or extended upon mutual agreement of the parties, provided the agreement is in writing and signed by both parties prior to expiration of the time limit to be extended. An electronic signing by email is appropriate under this Article. In addition, if the Union Steward originally assisting the employee in the grievance process is not granted release time, the time limits at that step in the grievance procedure shall be extended until such time as the employee’s chosen Union Steward is granted release time in accordance with Article 9.

Section 6: If the Hospital fails to answer a grievance in a timely manner at any step, the employee or the Union may proceed to the next step in the procedure.

Section 7: If the employee or Union fails to follow the above steps within the time limits set forth herein, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement, and no one shall have any power to review the grievance or issue a finding, unless the employee can show that unusual circumstances prevented the timely filing of the grievance, and then only after both parties agree the grievance can proceed to the next step.

Section 8: Employer Grievances: Where the Hospital believes the Union through its agents, representatives, or members are not in compliance with the provisions of this Agreement, the Hospital may file a Step 3 grievance with the Union President. A Hospital Step 3 grievance will be initiated in writing and signed by the Director of Labor Relations or designee. To be timely, the Hospital’s grievance must be filed within the same timeframes set for filing grievances at Step 1 in this procedure. The Union President will have the same investigatory powers granted to the Hospital at Step 3 and will complete the investigation and render a response in accord with Step 3 timelines. If the grievance is not settled to the Hospital’s satisfaction, the Hospital may advance the grievance in accord with the provisions of Step 4 and Step 5. All communications
regarding Hospital grievances and step advancement shall be sent to the Union President at kunanurses@gmail.com. This Section does not preclude the Employer from filing a prohibited practice charge with the Public Employer Employee Relations Board on issues over which the Board has jurisdiction.

ARTICLE 42
RULES AND REGULATIONS

General rules and regulations pertaining to the performance of work and conduct of employees will be developed by the Hospital. Such rules and regulations and changes made by the Hospital from time to time will be reasonable and not inconsistent with the express terms and provisions of this Agreement. Copies of rules and regulations pertaining to conditions of employment as defined by PEERA will be provided to the Union prior to implementation. Department policies shall be consistent with both Hospital rules and regulations (that do not conflict with this Agreement) and the Terms of this Agreement. It is understood that all employees in the appropriate unit agree to observe and adhere to the rules and regulations of the Hospital insofar as they do not conflict with the express terms and provisions of this Agreement. Bargaining unit employees who violate the Hospital’s rules and regulations may be subject to disciplinary action, up to and including, termination from employment.

ARTICLE 43
HEALTH AND SAFETY

Safety is of mutual concern to the Hospital and the Union on behalf of the employees. The Union will cooperate with the Hospital in encouraging employees to observe applicable safety rules and regulations.

The Hospital agrees to comply with any applicable Federal, State or local safety laws, rules or regulations. The Hospital agrees to provide all governmental required tests and immunizations at no cost to the employee or the Union.

All employees shall be alert to any unsafe conditions and promptly report such unsafe conditions to their manager or designee. Managers shall see to the prompt investigation and if warranted, correction of unsafe conditions. If the manager is unable to correct the condition, the employee may report the matter to the Environment of Care Department. The Safety Officer shall promptly investigate the unsafe condition and give the employee and the manager a written report as to the disposition of the matter within two (2) weeks. The Hospital has installed and utilizes monitoring equipment and systems to ensure a safe and secure work environment and any data from the monitoring equipment/systems may be utilized in connection with investigations and employment decisions.

In addition, Union Stewards may report health/safety concerns to either the manager and/or the Safety Office. Further, the parties agree that the Hospital Safety Committee shall hold an open forum when such forums are requested by either Management or the Union. The purpose of that forum will be to provide individual employees and/or the union an opportunity to present health/safety issues directly to the committee. Such issues shall be presented in the manner prescribed by the Chairperson of the Safety Committee.
Notice of time, place, and date of said forums shall be published in the Hospital newsletter (one month) prior to meeting times. Items to be included on the agenda shall be submitted in writing to the Chairman of the Safety Committee two (2) weeks prior to meeting time. Time shall be allocated at the end of each meeting to raise issues for future consideration by the committee.

**ARTICLE 44**
**NO INTERFERENCE/NO LOCK OUT**

The Union and the Hospital agree to cooperate to attain and maintain full efficiency and safe, quality patient care.

**No Interference:** The Union and its officials, its employees, its members and (its affiliates), and all bargaining unit employees shall not cause, support, encourage, take part in or condone any action against, nor take part in a strike against the Hospital during the term of this Agreement. “Any action” includes, by way of illustration, to a sit-down, sit-in, slow-down, sick-in, cessation or stoppage of work, boycott of a primary or secondary nature; picketing including informational picketing; street theater; bannering; or other interference with or interruption of work at any of the Hospital’s operations or facilities on matters related to or arising out of the terms of this Agreement or the bargaining unit employees’ working conditions.

**No Lock-Out Guarantee:** The Hospital shall not conduct a lock-out of employees during the term of this Agreement.

**ARTICLE 45**
**COMMITTEE REPRESENTATION**

It is understood that a variety of committees will be formulated by the Chief Nurse Executive to address issues relative to nursing practice and staff nurse working conditions. It is mutually agreed that staff nurse participation in such committees is an important element of their success. The Hospital therefore commits to secure staff nurse representation which is appropriate to the size of the total committee composition. Recognizing that even though all staff nurses are members of the KUNA constituency, the organization may desire to have specific members on certain committees, it is agreed that on the formation of any such formal committee the President of KUNA shall discuss criteria and other valid considerations with the Chief Nurse Executive. The President shall then appoint at least one representative meeting the criterion and conditions discussed.

**ARTICLE 46**
**SALE-CHANGE OF OWNERSHIP/CHANGE IN OPERATIONS**

1. **Sale/Change of Ownership:** In the event of a sale or transfer of ownership of the hospital, the parties agree that the prospective owners will be informed of the existence of this Agreement. The new owners’ obligation to recognize the bargaining unit and/or be
bound by the terms of this Agreement will be determined by applicable Federal and/or State Laws.

2. **Change in Operations**: It is agreed the Hospital, in continual efforts to meet the changing needs of patients, families and the communities we serve, has the right to introduce new or improved methods or facilities and to determine the methods, means and personnel by which operations are to be carried on except where otherwise limited by this Agreement.

**ARTICLE 47**

**SAVINGS CLAUSE**

If any provision(s) of this Agreement is found to be or is subsequently declared by the proper judicial authority or Kansas legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of this Agreement.

**ARTICLE 48**

**APPROVAL OF THE BOARD OF THE UNIVERSITY OF KANSAS HOSPITAL AUTHORITY**

It is agreed by and between the Hospital and the Union that subsequent to ratification of this Agreement by the membership of the Union this Memorandum of Agreement shall be submitted to the Board of the University of Kansas Hospital Authority for approval or rejection and, if approved, shall become effective on the first day of the month following such approval.

**ARTICLE 49**

**PAID TIME OFF – (PTO)**

Regular full-time and regular part-time (.5 FTE and above) employees are eligible for PTO benefits.

1. Each full-time regular employee, covered by this Agreement excluding temporary, emergency, or intermittent employees earn PTO hours each pay period according to the following schedule, unless said employee is covered by Appendix A:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>PTO</th>
<th>Maximum Accumulation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>4.62 hours</td>
<td>120 hours</td>
</tr>
<tr>
<td>At least 1 year but less than 5 year</td>
<td>5.69 hours</td>
<td>148 hours</td>
</tr>
<tr>
<td>At least 5 years but less than 10</td>
<td>6.83 hours</td>
<td>178 hours</td>
</tr>
<tr>
<td>At least 10 years</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
but less than 15 7.97 hours 208 hours
15 years and over 9.11 hours 237 hours

2. An employee who is paid for less than 80 hours within the pay period, will accumulate PTO hours on a pro rata basis based on their authorized FTE. Part-time employees also have a proportional maximum accumulation limit. Overtime hours are not counted in determining PTO hours earned.

3. The following guidelines for requesting PTO leave are to be followed:

A. Advance arrangements for using PTO hours must be made with the manager/designee by completing and submitting a PTO Request Form.

B. PTO leave should generally be taken between January 1 and December 20 of each year. If submitted by the following deadlines, a copy of the PTO Request Form indicating approval or denial of the request will be returned to the employee within fourteen (14) days after the PTO Request Deadline (see below). Properly submitted PTO requests will be approved in accordance with Article 35. Seniority of this Agreement. An employee who has properly submitted their PTO request prior to the PTO Request Deadline shall not be required to find their own shift replacement in order for their request to be approved. PTO requests made after the PTO Request Deadline, if approved, shall require employees to find their own shift replacement.

<table>
<thead>
<tr>
<th>PTO Request: (Start of PTO)</th>
<th>PTO Request Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – April 30</td>
<td>October 1</td>
</tr>
<tr>
<td>May 1 – September 30</td>
<td>February 1</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>July 1</td>
</tr>
</tbody>
</table>

C. PTO requests submitted after the above deadlines shall be considered by the manager/designee on a first-come, first-served basis. In the event two employees make a request for the same time period, the paid time off shall be granted according to bargaining unit seniority, and a copy of the PTO request form will be returned to the employee within fourteen (14) days.

D. Notwithstanding the provisions in (B) above, a manager/designee may approve PTO requests prior to the above deadlines, for one (1) employee in any single time period, if plans for specific dates requiring extensive planning beyond a three (3) month period is required. An employee making such a request agrees to provide written verification of the need for paid time off and documentation from an appropriate source (i.e. clergy, physician, travel agent, etc.). A copy of the PTO request form will be returned to the employee within fourteen (14) days.
E. Requests for paid time off are to be limited to the amount of PTO hours actually accrued by the employee. PTO requests should not normally exceed two (2) consecutive weeks. The Hospital agrees that employee requests to be scheduled off on the weekend immediately preceding and/or following his/her paid time off shall not be unreasonably denied.

F. All PTO requests will be given careful consideration, but the granting of paid time off will depend on adequate coverage for patient care. Changes in PTO leaves may be approved if mutually agreeable to any other employees involved.

4. Records will be maintained documenting annual PTO requests and approval.

5. Any employee, excluding a provisional employee, who terminates employment with Hospital will be paid their accumulated paid time off hours in a lump sum payment not to exceed the maximum accrual allowed. Such payments will be made in accordance with Payroll guidelines.

6. A. In order to provide adequate staffing for provision of care to patients, the employee(s) nursing unit must be notified no less than two (2) hours in advance when employees are unable to report for work.

B. When notifying the Resource Management Center (913-588-6550) of an unscheduled absence, an employee, if leaving a message on the answering machine, is responsible to state his/her name and the time of the call and reason for absence.

C. If an illness prevents the employee from reporting for work on more than one day, the employee must notify the Resource Management Center (913-588-6550) each day in accordance with the above guidelines.

D. Failure to notify the Resource Management Center (913-588-6550) in accordance with these guidelines will result in the employee being considered absent from work and PTO hours shall be used, if available, to compensate for the hours/shift(s) not worked.

E. During major holiday periods, employees will be required to present medical certification in order to receive payment of accrued PTO leave.

7. PTO Buy Back Program

   Twice a year, the Hospital will allow employees to be paid for PTO hours earned and accumulated in their PTO bank. An employee may sell back up to a maximum of 40 PTO hours in a year at a discounted rate, as long as the employee's PTO balance is at least 80 PTO hours prior to the buy back.
The payouts will be made in the employee's paycheck in June and/or December. To receive a payout in June, the employee must notify Hospital Human Resources on or about May 1 of the number of PTO hours that the employee would like to buy back. To receive a payout in December, the employee must notify Hospital Human Resources on or about November 1 of the number of PTO hours that the employee would like to buy back.

Nothing in the Article shall preclude the Hospital from establishing a program to allow employees to donate PTO hours to a pool to help other Hospital employees who have exhausted their own PTO balances due to recurring illnesses or to increase the number of hours that may be cashed out to a particular classification or group of employees.

8. Short Term Disability

A. Purpose

The purpose of Short-Term Disability (STD) is to provide income during a period of an employee’s personal illness or non-work related injury beginning after seven consecutive days of disability. The STD program is an employer-funded insurance plan and is part of the employee benefits program and shall be paid only with the approval of the insurer.

B. Eligible Employees

All employees who are .5 FTE or above are eligible for STD for their own personal illness or injury after the completion of their six month provisional period.

C. Accessing STD Benefits

Employees who had earned hours of sick leave at the time of transition to paid time off (PTO) will have their sick leave balance converted to an extended illness reserve (EIR). All hours of earned sick leave will completely transfer to this EIR for use in supplementing STD benefits or for covering extended health-related absence not covered by this policy.

The STD payments begin on the 8th day of the employee’s disability up to a maximum of 180 days. Medical substantiation and other provisions of the insurance plan must be met. As mentioned above, hours in the employee’s Extended Illness Reserve (EIR) may be accessed to augment STD up to 100% of base pay. The combination of STD benefits and EIR pay may not exceed the employee’s regular wages or salary.

D. Return to Work

After a covered STD absence, an employee must be back at work for 6 months to earn back to their full 180 days of STD coverage. If a subsequent STD absence
occurs before the end of this 6-month period, the employee may still access any
time remaining from the original 180 days coverage (180 days less STD benefits
used).

9. After the period of short term disability as described in Section 8 above, the employee
may apply for Long Term Disability coverage in accordance with policy and procedures.

ARTICLE 50
SCHEDULING HOLIDAY WORK

1. **Holiday Work**: All bargaining unit employees are required to work a certain number of
   holidays each calendar year. The holidays employees are required to work may be different
   from the “paid holidays” discussed in Article 19 of this Agreement and are broken down into
   major winter holidays, major summer holidays, and minor holidays. They are as follows:

   **Major Winter** holidays include Thanksgiving Day, Day after Thanksgiving, Christmas Eve,
   Christmas Day, New Year’s Eve and New Year’s Day.

   **Major Summer** holidays include Memorial Day, Independence Day and Labor Day.

   **Minor Holiday** includes Martin Luther King Day.

   The number of holidays an employee is required to work each calendar year will depend
   upon the employee’s FTE status:

   - **FTE 0.50 to 1.0**: Three major winter and two major summer holidays per year
   - **FTE 0.40 to 0.49**: Two major winter and one major summer holiday per year
   - **FTE 0.30 to 0.39**: One major winter and one major summer, and one minor holiday per year
   - **FTE 0.20 to 0.29**: One major winter and one major summer holiday per year
   - **FTE 0.10 to 0.19**: One major holiday per year

   Bargaining unit employees with Hospital seniority of twenty (20) years or more on January
   1, 2008 and on January 1st of each year thereafter, shall be required to work one (1) less
   major holiday during that calendar year, except in the event the holiday work schedule would
   prevent the nursing unit from maintaining an appropriate staffing level or proper mix of
   experience, skill, knowledge, talent, certification, and competency.

2. **Scheduling Holidays**
   
a. Separate holiday schedules will be prepared for each nursing unit.

   **Step 1**: In the summer, bargaining unit employees in each nursing unit will be asked to
   complete a preference sheet ranking all major winter and minor holidays (identified in
   Section 1 of this Article) listing the most “preferred to work” holiday first. In the winter,
   bargaining unit employees will be asked to complete a preference sheet ranking all
   summer holidays (identified in Section 1 of this Article), again in order of most
“preferred to work.” There is no guarantee the employee will be scheduled to work their preferred holiday, or the holidays in the order of preference.

**Step 2:** The Hospital will populate the holiday schedule in each unit by starting with the first “preferred to work” holiday listed on the most senior bargaining unit employee’s preference list and then, will move down the seniority list (described in Article 35, Section 3A) until all shifts for the holiday have been filled. If an open shift remains on the holiday after the seniority list has been exhausted, the Hospital will look at the second, then third, etc. “preferred to work” holiday listed on the preference list starting with the most senior bargaining unit employee, and working down the seniority list. The Hospital will continue this process until all shifts on all holidays have been filled, except that, employees who worked the holiday the previous year will be given preference to be off the holiday in the current year, even if they have lower seniority, unless they listed the holiday among their top “preferred to work” holidays.

**Step 3:** Before the schedule is published, the Hospital will make adjustments in the holiday work schedule to make certain the schedule includes employees who have the proper mix of experience, skill, knowledge, talent, certification, and competency; and can provide the highest quality of service to patients.

3. Nurses who are in the Weekend Premium Pay Program are subject to the same holiday work requirements discussed in this Article.

Weekend hours missed due to the provisions of this Article will not count towards the weekend hours off allowed in Article 29 of this Agreement.

4. **Cancellation of holiday work:** Scheduled holiday work may be cancelled before the employee reports to work on the holiday or while the employee is at work on the holiday. Cancellations of either type will be made in accordance with Article 39 Temporary Census Change except that volunteers will be selected on the basis of seniority starting with the most senior employee listed on the seniority list described in Article 35, Section 3A. If an employee’s scheduled work on a major holiday is cancelled (either before or after the employee reports to work on the holiday), that employee is not eligible for the cancellation of another major holiday during the same season.

**ARTICLE 51
COMPENSATION: MEET & CONFER SESSIONS**

The Hospital will not compensate bargaining unit employees who participate in any “meet and confer” session before, during, or after their scheduled shift.

**ARTICLE 52
SOLE AGREEMENT**

This Memorandum of Agreement constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral and written, and expresses all obligations of, or
restrictions imposed on, the respective parties during its term. This Agreement does not preclude the recognition of existing past practice. This Agreement can, however, be changed during its term, but only by written amendment mutually agreed up and executed by the parties.

ARTICLE 53
DURATION AND TERMINATION

This Memorandum of Agreement shall become effective on the first day of the month following approval of the Board of the University of Kansas Hospital Authority and shall remain in effect for a period through and including August 31, 2019.

The entire Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that it desires to modify or terminate this Agreement. If such notice is given, meet and confer meetings shall begin not later than sixty (60) days prior to the anniversary date.

In the event this Agreement is opened for bargaining pursuant to this Article, the parties agree that all terms contained herein will remain in effect until a new Agreement is ratified.

IN WITNESS THEREOF, the University of Kansas Hospital Authority and the Kansas University Nurses’ Association have set their hands.

<table>
<thead>
<tr>
<th>University of Kansas Hospital Authority</th>
<th>Kansas University Nurses Association</th>
</tr>
</thead>
<tbody>
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<td>Date: _______________________________</td>
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APPENDIX A
PAID TIME OFF ACCUMULATION RATES

Full-time and part-time* regular employees covered by this Agreement, excluding employees less than 0.5 FTE status, and who started work on or before December 31, 2014 are grandfathered under the following PTO accumulation rates:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Rate Per Pay Period</th>
<th>Maximum Annual PTO Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-5</td>
<td>6.15</td>
<td>160</td>
</tr>
<tr>
<td>6-10</td>
<td>7.38</td>
<td>192</td>
</tr>
<tr>
<td>11-15</td>
<td>8.62</td>
<td>224</td>
</tr>
<tr>
<td>&gt;15</td>
<td>9.85</td>
<td>256</td>
</tr>
</tbody>
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*Part-time employees accumulate PTO on a prorated basis.

An employee’s grandfathered status for PTO accumulation will automatically be lost in the event of a separation of employment or change to a non-benefit eligible position. Employees starting work or transferring to a benefits eligible position on or after January 1, 2015 will accumulate PTO in accordance with the schedule described in paragraph 1 of Article 49, Paid Time Off (PTO).

APPENDIX B
SHIFT DIFFERENTIAL

1. **Evening premium program**: Registered Nurses receiving premium pay in the amount of $3.33 per hour immediately prior to February 1, 2017, the Effective Date of this Agreement as defined in Article 53, will now receive an Evening Shift Differential of $3.33 per hour in lieu of the evening premium.

2. **Night premium program**: Registered Nurses receiving premium pay in the amount of $4.55 per hour immediately prior to February 1, 2017, the Effective Date of this Agreement as defined in Article 53, will now receive a Night Shift Differential of $4.55 per hour in lieu of the night premium.