

MEMORANDUM OF AGREEMENT

BETWEEN

UNIVERSITY OF KANSAS HOSPITAL AUTHORITY

AND

KANSAS UNIVERSITY NURSES' ASSOCIATION

2013-2016

Changes to this MOA and reflected herein are effective May 1, 2014, following the April 8, 2014 vote of the KU Hospital Authority Board to reject the Fact-finder's recommendation and implement the Hospital's last, best, final offer.

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PREAMBLE

This Agreement, made and entered into this 8th day of April , 2014, 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 Department of Nursing in position classifications listed below holding regular and provisional, full or part-time hourly positions and shall EXCLUDE temporary, 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.

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. – ASSOCIATION/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 Association.
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 on a quarterly basis or more frequently if requested by either party at a time and place agreed to by the parties. The Chair of the Committee shall rotate between a member of management and a member of the Union.

ARTICLE 4. – HOURS OF WORK

1. The Hospital standard workweek consists of any standard seven (7) day period commencing Sunday at 7:00 a.m., and ending 6:59 a.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 automative time keeping systems as determined by the Hospital.

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 there will be equal opportunities and encouragement to every applicant and employee regardless of race, religion, color, sex, national origin, disability, age, sexual orientation, or veteran's status, in securing and holding, without discrimination, employment in any field of work or labor for which he or she is properly qualified.

ARTICLE 6. – MAINTAINING AND UPGRADING NURSING PRACTICES

It is the responsibility and obligation of each employee to maintain and upgrade her/his knowledge and skill affecting the quality of patient care. In this regard, it is the responsibility and obligation of the Hospital, within available resources, to assist 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 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. A nurse who practices without a current license may be terminated.

Employees are also encouraged to contribute to upgrading nursing practice by proposing nursing research opportunities and developing, conducting and participating in those opportunities that are made available. Nothing herein should be construed to prevent assignment of these duties.

ARTICLE 7. – CHECK-OFF OF UNION DUES

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.

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 unit. 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 that 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, evaluations, 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, Operations and Chief Human Resources Executive or designee and may not be removed from Human Resources without the specific authorization of the Vice President, Operations and Chief Human Resources Executive.
- 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. However, such notes will not be offered as evidence in disciplinary matters except as an indication that oral counseling occurred if the Employee claims that no such counseling occurred.

2. Discipline

- A. The Hospital reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of Hospital policies and/or provisions of this Agreement. All disciplinary and corrective actions shall be subject to the provisions of the grievance procedure contained in this Agreement. For less serious offenses, the Hospital recognizes the general principles of progressive discipline.
- 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 counseling exist.
- 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.

ARTICLE 9. – CLINICAL REPRESENTATIVES

1. The Hospital agrees to recognize a maximum of 20 Employees serving as Clinical Representatives for the purpose of promoting an effective relationship between Supervisors and Employees and in order to settle disagreements at the lowest possible level of the organization. There shall be no more than two (2) clinical representatives from any patient care unit. Only one (1) clinical representative may leave the unit at any time designated, provided that appropriate patient care can be maintained. The Union agrees to provide a list quarterly of the designated Clinical Representatives and to notify the Vice President, Operations and Chief Human Resources Executive within five (5) days of changes in designated representatives.
2. The function of the Clinical Representative is to serve as an Union contact person and information source for Employees within her/his clinical area.
3. Clinical Representatives will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or other matters directly related to the work situation and for the purpose of administering this Agreement. Reasonable time for this purpose shall be interpreted to mean up to forty (40) minutes per contact, but no more than two (2) hours per week total for all grievance handling in the clinical area subject to the provisions of Section 5 below. Clinical Representatives performing grievance handling while off shift shall be compensated for up to 2 hours per week at the regular base rate of pay for the Representative.
4. The Clinical Representative is permitted to discuss the problem(s) with the Employee(s) immediately concerned and to attempt to achieve settlement with the management personnel involved.

If a grievance has been filed or if formal disciplinary action is involved, the Clinical Representative may be present during the discussion between the Employee and the manager if the Employee so requests.

5. The Clinical Representative shall arrange with her/his immediate manager, or designee, to arrange a mutually agreed upon time to leave the work area.

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 purpose of the performance appraisal is to provide feedback to the 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 discipline action plan 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 plan 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 appraised 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.

ARTICLE 11. – RELEASE TIME

The Hospital agrees to provide release time for the President or other officer designee of KUNA for a maximum of four (4) hours per week for the purpose of handling grievances and/or the activities associated with the administration of the Memorandum of Agreement.

The Hospital further agrees that the Union shall be granted ten (10) minutes when Nursing Orientation is conducted to present a Union orientation to new staff members. The Hospital further agrees that copies of the Memorandum of Agreement, printed at joint expense, will be distributed to all new employees of the bargaining unit.

The following statement will be made upon distribution of the Memorandum:

“The University of Kansas Hospital Authority is covered by the Kansas Public Employees Relations Act. As such, employees are free to choose whether or not they wish to join a recognized employee representative organization. KUNA is the recognized employee organization representing Entry RN, Clinical Nurse I’s and II’s and LPN’s.”

ARTICLE 12. – UNION REPRESENTATIVE

Representatives of the Union shall be permitted to come on the premises of the Hospital at any given time. The Union may accredit such representative(s) by providing a list to the Hospital in writing, of the persons who may act as a representative. Prior to coming on the premises of the Hospital, the Union representative(s) shall first notify the Vice President, Operations and Chief Human Resources Executive or designee of the visit and provide him/her with sufficient information to verify the validity of the visit. After Union Representatives have been approved for an on-site visit, such Representatives 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 Representatives shall obtain a visitor's badge from the Nursing Administrative Coordinator at the Hospital Information Desk.

In no case shall visits be allowed to interfere with the scheduled work of the employees, nor take place in areas designated for patient care or patient access. If the visit of the Union representative occurs at a time when the Vice President, Operations and Chief Human Resources Executive or her/his designee is not on duty, then the Union representative shall make contact with the Nursing Administrative Coordinator (in house) for visitation authority.

ARTICLE 13. – BULLETIN BOARDS/MAILBOXES

1. The Hospital shall provide the Union with space on bulletin boards in each of the patient care areas, in mutually agreeable locations readily accessible to Employees. The Union will be furnished with a list of locations by the Hospital. Prior to any addition of or changes in the locations of bulletin boards, the Hospital will discuss the matter with the Union in an effort to find a mutually agreeable location. These bulletin boards or a portion thereof (sufficient to post four (4) 8 1/2” x 11” Union notices) will be for the exclusive use of the Association. The Hospital assumes no responsibility and/or liability for matters posted on bulletin boards by the Association.

2. The Union shall have access to employee mailboxes and shall have the right to distribute in such mailboxes newsletters and other information to employees relating to Union business and activities.
3. The Hospital shall provide the Union with a “drop box” mounted in a mutually agreeable location that is readily accessible to Union members. The Union will furnish a lock and pay a reasonable amount for the cost of the box.

ARTICLE 14. – USE OF FACILITIES

Upon receipt of notice from the Association, the Vice President, Operations and Chief Human Resources Executive agrees to provide a meeting place (providing space is available) for the Association. Such meeting places shall be provided under the following circumstances:

1. The Union agrees to reimburse the Hospital for any additional expenses incurred by the Hospital including janitorial services or other expense which would not have been incurred had the space not been made available to the Association.
2. Requests for the use of such space are made a minimum of 7 days in advance of the date requested use, and in the event of cancellation, are cancelled not less than 48 hours prior to scheduled use.

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

ARTICLE 16. – TUITION REIMBURSEMENT

1. A. Employees having at least twelve (12) months of experience at the Hospital shall be eligible to apply to the Department of Nursing Tuition Assistance Fund for tuition reimbursement, as provided below. Part-time employees shall be eligible to apply for

tuition reimbursement 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 reimbursement the employee may have been approved for.

- B. Applications for tuition assistance shall be limited to reimbursement for a maximum of six (6) credit hours per semester, up to a total of \$2,500 per calendar year, not to exceed a lifetime maximum of \$10,000.
 - C. Upon completion of approved coursework, the Nurse will submit a request for tuition reimbursement. 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 reimbursement 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 reimbursement within budgetary limitations on the basis of established criterion.
 - B. Prior to accepting tuition reimbursement, 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.
- 2. The Hospital shall provide information on how to read and understand pay stubs.

ARTICLE 18. – NEW PROGRAMS AND EQUIPMENT

The Hospital agrees to provide opportunity for adequate training for all relevant new programs and equipment to bargaining unit employees prior to implementation and use of such new programs or equipment.

ARTICLE 19. – HOLIDAY COMPENSATION

Compensation for holidays for all Department of Nursing 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.

<u>Employee %</u>	<u>Hours of Holiday Compensation</u>
50%	4.0
60%	4.8
70%	5.6
80%	6.4
90%	7.2
100%	8.0

- 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 Appendix A, attached to the Memorandum of Agreement.

ARTICLE 20. – EFFECTIVE DATES

All monetary changes for 2013 set forth in this Memorandum of Agreement are effective the first full pay period in 2013 following Hospital Board approval of this MOA.

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.

2. “Immediate family member” means the employee’s spouse/partner, parent, child, stepchild, stepparent, daughter-in-law, son-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, sibling, grandparent, grandchild, or legal guardian.

ARTICLE 22. – LEAVE OF ABSENCE

1. Regular employees may be granted a leave of absence for family medical, personal, educational, or military leave consistent with Human Resources Policies upon approval by the manager. Requests for leave of absence shall not be denied (and if approved, shall not be revoked) in an arbitrary and capricious manner.
2. Accumulated paid time off will be used to cover the employee’s time off prior to beginning leave without pay. Requests for extension of a Leave of Absence may be made if necessary.
3. When requesting a Leave of Absence:
 - A. The employee must complete and submit to the manager a Leave of Absence request form 30 days in advance of the requested leave. In the case of an emergency, requests shall be considered without 30 days notice. Requests for personal Leave of Absence must be approved by the Vice President, Operations and Chief Human Resources Executive.

- B. The Family and Medical Leave Act (FMLA) will govern administration of Leaves of Absence as provided in Human Resources Policies.
 - C. Where the Leave of Absence is not governed by FMLA, the employee is required to make arrangements on or before commencing the Leave of Absence, to continue health insurance or other benefits. Failure to do so may result in delays in receiving the next paycheck or discontinuation of insurance coverage (or other benefits).
4. Reduced or intermittent leave status may be approved in cases of serious health conditions or disability when reduced work is recommended as therapeutic or is the extent to which an employee is able to return.
 5. Employees returning from Leaves of Absence approved pursuant to FMLA will be reinstated to an “equivalent” position. An “equivalent” position is defined as having the same shift or equivalent work schedule, and requires substantially equivalent skill, effort, responsibility, and authority, and has the same pay and benefits.
 6. When an educational or a personal leave ends, every reasonable effort will be made to return the employee to the same position if it is available or to a similar available position for which the employee is qualified.

ARTICLE 23. – COMPENSATION FOR ATTENDANCE AT MANDATORY IN-SERVICE

Every effort will be made to schedule mandatory in-service or mandatory meetings during the employees 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 Departmental Overtime Policy.

Specific guidelines for implementation of this policy are in the Department of Nursing Governance Manual.

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/re-verification 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 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 Department of Nursing strongly recommends participation in continuing education activities by 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 re-licensure, or for taking of State Board exams. Approval for attendance at educational offerings is dependent upon adequate staffing for patient care and must be pre-approved on an individual basis by the manager. Requests for educational leave shall not be unreasonably denied and once approved not normally rescinded. On this basis full-time employees (RN and LPN in a .9 FTE and above position) shall be approved for 16 hours of paid educational leave. Part-time employees shall be approved 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 on line 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 first 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 year.

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 two (2) hours prior to the beginning of their scheduled overtime shift. In the event the Hospital cancels the overtime and 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 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 27 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

All employees will present a neat, clean, and professional appearance at all times when present in the Hospital in order to communicate a positive message to patients, visitors, clients and associates. All employees are required to wear an Employee ID Badge while on Hospital premises.

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:

RN's	<u>2013</u> Effective First Full Pay Period Following Hospital Board Approval of MOA	<u>2014</u> Effective First Full Pay Period Following September 1, 2014	<u>2015</u> Effective First Full Pay Period Following September 1, 2015
Weekend Days	<u>\$9.08</u>	<u>\$8.17</u>	<u>\$7.25</u>
Weekend Evenings	<u>\$11.42</u>	<u>\$10.83</u>	<u>\$10.25</u>
Weekend Nights	<u>\$13.08</u>	<u>\$12.17</u>	<u>\$11.25</u>

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 to 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. **Evening/Night Program.** Employees who are .50 FTE or greater and are willing to make a minimum of a 6-month commitment to work all evenings with the majority of their work hours between 1500 and 2330, or all nights with the majority of their work hours between 2300 and 0730, may apply to the Premium Pay Evening Program or the Premium Pay Night Program. Employees working less than .50 FTE are not eligible for the Premium Pay Evening/Night Program. If approved by the Nurse Manager, LPNs shall receive an additional \$125 for nights and \$75 for evenings 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 Evening/Night Program. RNs who are approved by the Nurse Manager to participate in the Premium Pay Evening Program or the Premium Pay Night Program shall receive the following differential during the time that the RN continues to participate in the program in lieu of the regular evening or night differential.

RN's	<u>2013</u> Effective First Full Pay Period Following Hospital Board Approval of MOA	<u>2014</u> Effective First Full Pay Period Following September 1, 2014	<u>2015</u> Effective First Full Pay Period Following September 1, 2015
Evenings	<u>\$3.67</u>	<u>\$3.33</u>	<u>\$3.00</u>
Nights	<u>\$5.10</u>	<u>\$4.55</u>	<u>\$4.00</u>

Employees participating in the Premium Pay Evening/Night Program are eligible for the regular weekend differential.

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

a. 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 and/or call-in(s)) exceeds the granted weekend hours off in accordance to their signed commitment as set forth in 1.(a), (b) or (c) of this Article 30. 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. 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. An employee may be removed from the Premium Pay Program following appropriate counseling for performance issues. Attendance will be tracked on a 12 month rolling calendar from the start of participation in the program.

c. Employees wishing to be removed from the Premium Pay Program must submit a written request at least six (6) weeks in advance of the start of a "payroll" effective date.

4. Employees who are on written corrective action (discipline) 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. Employees covered by this Agreement with more than two (2) years of service with the Hospital will receive a two percent (2.0%) increase to their base hourly rate effective with the first full pay period after Board approval of the MOA in 2013.

9/1/2014 *

9/1/2015 *

*Either party may reopen this Memorandum of Agreement for the sole purpose of negotiating base pay hourly rates of pay set forth in Article 31, Section 2A. only by sending the other party a timely, written, sixty (60) day notice (certified mail return receipt requested) of its intent to reopen such Agreement prior to September 1, 2014 and/or September 1, 2015.

- 2B. The parties agree that during the term of this Agreement that the Hospital has the right to increase base hourly rates of pay for employee(s) employed in the bargaining unit at times not related to the minimum guaranteed contract effective the first full pay period in September of each contract year so as to remain competitive in the marketplace.

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.

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 2, 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. CNI'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 28 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 - \$3.75 Effective first full pay period following September 1, 2015, increase to \$4.00 per hour.
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.

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 the Cambridge garage 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 time off in addition to requests governed by Article 50. – PTO. 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 an Employee has been continuously employed within the Department of Nursing, in any one or more of the job titles in the appropriate unit as set forth in Article 1 of this Agreement.
- B. Departmental Seniority shall mean the length of time an Employee has been continuously employed in a position within the Department of Nursing.

C. Hospital Seniority shall mean the Employee's length of service with the Hospital (and predecessor KUMC unless there has been a break in service of one year or more).

2. Accrual/Loss of Seniority

A. Seniority 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 Bargaining Unit and Departmental Seniority, be considered continuously employed in the following circumstances:

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

(2) during an approved leave without pay for up to one (1) year due to employment by the Association;

(3) during time that the employee is absent from work but is in pay status including PTO and L.O.A. with pay.

C. An Employee's bargaining unit and departmental seniority shall be lost due to:

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

(2) termination for cause;

(3) 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

(4) failure to return from an official Leave of Absence;

(5) presumed resignation based upon job abandonment.

D. Employees on a leave of absence of 12 months or more shall not accrue seniority during such leave but shall not lose prior seniority.

E. 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.

F. Employees who transfer to positions within the Hospital outside of the bargaining unit shall continue to accrue 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.

With respect to employees who transfer to positions within the Hospital's Advanced Clinical Information Systems (ACIS) program only, such employees shall continue to accrue seniority for a period of three (3) years, provided such employee returns to a position within the bargaining unit within such three (3) year period. After the three (3) year period, such employee will forfeit all bargaining unit seniority.

Beginning January 1, 1995, part-time employees (less than .50 FTE) shall accrue seniority on a half-time basis.

3. Seniority List

- A. The Employer shall prepare a seniority list and post it on each bulletin board, showing employees seniority on March 1 and September 1 of each year. The Employer shall send a copy to the Union within five (5) days after the list has been prepared.
- B. Seniority position shall be determined by Bargaining Unit seniority. When two (2) or more nurses have the same Bargaining Unit Seniority, their seniority position shall be determined by total Departmental Seniority. Should a tie still exist, seniority shall be determined by Hospital Seniority. Should a tie still exist, seniority shall be determined by lot.
- C. The Union and/or an employee shall have thirty (30) calendar days from the date of posting to notify the Vice President, Operations and Chief Human Resources Executive of any disagreements over the seniority list. The Vice President, Operations and Chief Human Resources Executive 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 within five (5) days. Any dispute relative to seniority issues shall be subject to the grievance procedure contained within this Agreement.

4. Application

- A. The following items shall be determined in accordance with the Seniority of the Employee as set forth in Section 3(a): (1) scheduling of PTO (2) shift preference; and (3) holiday.
- B. Seniority shall be a factor although not the sole factor in determining (1) lateral transfer, (2) promotion and (3) layoff and recall as herein provided.
- C. Hospital seniority as defined in paragraph 1(C) shall be the basis for the computation and determination of benefits where length of service is a factor.

ARTICLE 36. – WORK LOADS

Nurse managers or other supervisory personnel 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 may regularly provide direct patient care without restrictions.

In the event the hospital finds it necessary to permanently reduce the compliment of employees covered by the Memorandum of Agreement, such reductions shall be accomplished in accordance with the procedures contained within Article 38. – Layoff & Recall.

The reasons for proposing a layoff shall be limited to:

- (1) a shortage of work or funds;
- (2) the reinstatement of an employee returning from authorized leave; or
- (3) the abolition of a position or other material change in duties or organization.

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.

ARTICLE 37. – LAYOFF AND RECALL

1. LAYOFF

- A. When the Hospital finds it necessary to reduce or eliminate position(s) within the affected classifications, temporary, intermittent, conditional, and provisional employees shall be laid off in that order prior to any other employees. Temporary, intermittent, conditional and provisional employees shall have no layoff rights.
- B. Any and all reasonable/practical alternative steps to layoff will be exhausted by the Hospital prior to the layoff of permanent Employees. If a layoff becomes necessary, the following shall occur:
 - (1) The Hospital will notify KUNA that layoffs are to occur and the anticipated date of position elimination.
 - (2) The Vice President, Operations and Chief Human Resources Executive shall notify the affected employee in writing sixty (60) days prior to the proposed effective date of the layoff indicating date on which the position is to be eliminated.

- (3) The Department of Human Resources shall develop a Seniority List as of the date of the proposed layoff for all nurses in the affected classifications within the Department of Nursing. The Seniority List so produced shall include the employee's current shift assignment and designated patient care area.
- (4) A conference shall be scheduled with each nurse currently assigned to an affected position in order to determine her/his shift preference and to develop a mutually agreed to list of patient care areas in which the nurse is qualified to accept assignment. The nurse may have the right to indicate that he/she will accept all shifts, any two (2) shifts or only one (1) shift.
- (5) The nurse whose position is being eliminated shall have the right to bump the least senior nurse of those identified on the preferred shift(s).
- (6) An employee who transfers into a different patient care area than previously worked will receive a reasonable orientation and relinquish further bumping rights.

The employee who accepts the position currently occupied by the least senior person in their current area of assignment shall accept those duties and relinquish any further bumping rights.
- (7) If a part-time employee has greater full-time equivalent seniority than a full-time employee, he/she must be willing to accept full-time employment in order to bump a full-time employee.
- (8) An employee refusing to accept a position for which he or she is qualified which is available due to the exercise of bumping rights under this provision shall be deemed to have exhausted her/his bumping rights and shall be laid off without recall rights.
- (9) Every effort will be made to minimize the number of individuals affected by a layoff.
- (10) A person bumped during layoff shall utilize this process commencing at Step 3 with the employee conference.

2. RECALL

- A. The Hospital shall maintain separate lists by patient care area 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 two years. An employee's name may be removed from such list prior to two years 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 patient care area, employees who are laid off in that patient care area 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 patient care area in which there are no laid off employees, then employees from that patient care area who in lieu of layoff accepted a demotion or transfer to another position or shift shall be given the opportunity to return to the patient care area prior to recalling employees previously laid off from other patient care areas.

- 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 patient care area 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 process 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. Temporary, conditional, intermittent and provisional employees shall have no recall privileges.
- F. Any employee on either list who refuses to accept a vacant position offered in accordance with these provisions, shall have exhausted her/his recall rights and shall be removed from the list.

ARTICLE 38. – JOB POSTING/LATERAL TRANSFER

1. The hospital agrees that before filling job vacancies within the bargaining unit, the job vacancies, including the patient care area, FTE, and an indication of the normally scheduled shift(s), will be posted for a period of at least five (5) days. Employees desiring the opportunity to be considered for such job vacancy must apply in writing to the Hospital Employment Office before the end of the posting period.
2. Prior to filling a vacant position with an applicant from outside the bargaining unit, the hospital will approve the transfer request of an employee having the necessary qualifications to perform the job and is eligible for transfer, except where such transfer would significantly detract from the efficiency of the patient care area or the ability to provide care to the patients.
3. Employees having been involuntarily transferred will within eighteen (18) months after their involuntary transfer be offered the first opportunity to be returned via lateral transfer to the patient care area 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.

4. Internal transfers when approved will normally be affected within four (4) weeks. All employees who were applicants for such transfers, shall be notified in writing as soon as practicable when the job is filled.
5. Only employees who have completed provisional status, have an overall “met 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.
6. A bargaining unit employee who accepts a lateral transfer shall receive an adequate orientation to the new area and retain all applicable seniority.
7. Prior to posting a vacant position in accordance with Section 1 of this Article, the Hospital agrees to post such vacancies in the patient care area for a period of five (5) days to allow qualified employees on the patient care area where the vacancy occurs an opportunity to change shifts. In addition, an e-mail shall be sent on the day of posting to all nurses in the patient care area notifying them of the opening. Employees desiring to change shifts may express their desire to change shifts by either providing a standing request (in writing) to the manager or submitting a written request prior to the end of the five (5) day period.
8. Where two (2) or more employees in the patient care area 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 36.
9. Nurses holding an ADN and employed in the bargaining unit as of January 1, 2013 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 a BSN as an educational requirement.

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. Where census is low or patient acuity does not require typical staffing levels, managers/designees shall make every reasonable effort to utilize excess staff by utilizing items A first and then items B thru H in sequential order unless otherwise provided for herein.

- A. Permit employees involuntarily working beyond their scheduled FTE, an opportunity to go home. Employees who are so affected may elect to use any accumulated paid time off (PTO), or may take time off without pay.

- B. Redistribute staff to meet other units needs in accordance with Article 41, Change of Assignment.
- C. Cancel or send home per diem Agency personnel working on the affected patient care area(s) as appropriate.
- D. Send home employees who are currently working overtime; if no employees are working overtime, send home employees scheduled for overtime in that work week.
- E. Cancel or send home PRN personnel working on the affected patient care area(s) as appropriate.
- F. Adjust staffing to provide for current and/or future needs of the patient care area by allowing staff to participate in activities including but not limited to, required educational offerings, projects, committee work, and teaching/orientation preparation. At the discretion of the manager, this section may take precedent over Sections C. and/or E. above.
- G. Seek volunteers to take time off. Regular employees in the affected patient care areas 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 may elect to use any accumulated PTO or may take time without pay.
- H. If there are no volunteers, regular employees in affected patient care area(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 unit to track that the cancellations are rotating in inverse seniority order.

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 41. Change of Assignment.
- B. Seek volunteers to work additional hours; or
- C. Assign overtime as needed in accordance with article 27. Overtime.

ARTICLE 40. – CHANGE OF ASSIGNMENTS

1. Staffing needs occasionally may require that during a shift, an Employee be temporarily reassigned to a patient care area other than the one to which the employee is normally assigned to work.
2. Managers/designees will continue to evaluate daily patient care area staffing needs. In the event that a patient care area(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 patient care area(s) is best able to operate with reduced staff, and shall reassign employees who have completed initial orientation, from the patient care area(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 patient care area 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 patient care area 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 patient care area, 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 Association.

7. Nurses who are reassigned shall request and receive instructions necessary to complete the assignment.
8. Each manager/designee shall maintain a list of employees expressing interest in volunteering to work additional hours outside of their assigned unit. Said list shall be updated pursuant to employee requests to be added or removed from the list and shall be available on each patient care area.
9. Nurses may request an orientation to any or all patient care areas within their clinical division annually. New employees shall receive orientation to each patient care area in their clinical division as part of their orientation to the Hospital.

ARTICLE 41. – GRIEVANCE PROCEDURES

1. 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 Union Grievance shall be initiated in writing signed by an authorized representative of the Union and shall begin at Step 3 of the Procedure outlined below.

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 seven (7) 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 clinical representative 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 clinical representative.

(An) employee(s) whose grievance concerns a discharge or suspension may go directly to Step 3, but shall file the Step 3 grievance final notice of the suspension or dismissal within seven (7) days of the date 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 clinical representative accompany him/her/them at any step of this procedure.

The immediate supervisor shall within seven (7) days (after the foregoing discussion) give answer in writing to the employee and the clinical representative 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 may meet with the employees or other personnel within the department as needed in order to prepare such a reply.

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 Vice President, Operations and Chief Human Resources Executive and to the employee's clinical representative 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 representative may within five (5) days after receiving the answer in Step 2 above appeal the grievance in writing to the Vice President, Operations and Chief Human Resources Executive or her/his designee stating the reasons for such appeal.

(This shall be the original step for Union Grievances and may, at the discretion of the employee, be the initial step for Employee Grievances related to suspension or discharge.)

The Vice President, Operations and Chief Human Resources Executive or his/her designee may conduct an investigation as he/she deems necessary in order to resolve the grievance.

During such investigation, the Vice President, Operations and Chief Human Resources Executive or his/her designee may interview the employee, Union Representative or other employees if he/she deem same is necessary. Should such interviews be conducted, the employee and/or the employee's Union representative shall be entitled to copies of any witness statements and materials collected during the interviews; but specifically excluding work product.

The employee may at his/her/their discretion be represented by the Union's designated 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 Vice President, Operations and Chief Human Resources

Executive. The Vice President, Operations and Chief Human Resources Executive 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 clinical 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 not resolved in Steps 1, 2, or 3 may be appealed in writing by the employee (stating the reasons for such appeal) (or in the case of an Union grievance – the Union) within five (5) days after receipt of the written decision from the Vice President, Operations and Chief Human Resources Executive or his/her designee to a pre-arbitration conference.

Representatives of the parties shall consist of one (1) person from both the Hospital and the Union who participated in the negotiation of the Memorandum of Agreement and a person from each side with clinical expertise and, the parties shall meet within ten (10) days of the appeal in an attempt to resolve the matter. If the parties are not able to agree the matter may be referred to Step 5 by the Union.

Step 5. Grievances which have not been resolved in Step 4 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 notice that the pre-arbitration conference failed to resolve the matter. The Step 5 appeal shall be to an impartial arbitrator selected in accordance with the following procedures. Notice of such appeal shall be delivered to the Vice President, Operations and Chief Human Resources Executive.

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, representatives of the parties shall meet within ten (10) days of the appeal to choose an arbitrator. If they are unable to agree within five (5) days thereafter, they shall request that the Federal Mediation & Conciliation Service provide a Regional Panel consisting of five (5) qualified impartial arbitrators. The Representatives shall determine by lot the order in which they will strike names from the list so provided.

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.

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.

2. The Union will be provided a copy of all formal grievances by the appropriate clinical representative and will receive copies of written communications between the employee(s) and the Hospital regarding the grievance.
3. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.
4. Time limits stated herein may be waived or extended upon mutual agreement of the parties. In addition, if the clinical representative originally chosen by the employee to assist 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 clinical representative is granted release time in accordance with Article 11.
5. 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.
6. 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 unless the employee can show that unusual circumstances prevented the timely filing of the grievance.

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 will be made available to the Association. A good faith effort will be made to provide timely input prior to implementation of major changes. 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.

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 Association.

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.

In addition, Clinical Representatives 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 Association. 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) will not cause, support, encourage or condone any action against, nor take part in a strike against the Hospital during the term of this Agreement.

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

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.

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 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:

<u>Length of Service</u>	<u>PTO</u>	<u>Maximum Accumulation</u>
Less than 1 year	4.62 hours	120 hours
At least 1 year but less than 5 years	5.69 hours	148 hours

At least 5 years but less than 10	6.83 hours	178 hours
At least 10 years 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 36. 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.

<u>PTO Request: (Start of PTO)</u>	<u>PTO Request Deadline</u>
January 1 – April 30	October 1
May 1 – September 30	February 1
October 1 – December 31	July 1

- 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. Unscheduled utilization of accumulated PTO hours is contingent upon appropriate notification of the employee(s) patient care area that the employee is unable to work as scheduled. In order to provide adequate staffing for provision of care to patients, the employee(s) patient care area must be notified three (3) hours in advance when employees are unable to report for work.
 - B. When notifying the Department of Nursing Office (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 Department of Nursing Office (913-588-6550) each day in accordance with the above guidelines.
 - D. Failure to notify the Department of Nursing Office (913-588-6550) in accordance with these guidelines will result in the employee being considered absent from work in which case accumulated PTO hours will not be approved as compensation 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 employer-paid portion of the program pays up to 60% of base pay (up to a maximum of \$1,500 per week), after 7 consecutive days (40 hours) of absence from work due to the employee's own illness, non-work related injury, or surgery, 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. – 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, 2016.

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

University of Kansas Hospital Authority

Kansas University Nurses' Association

By: _____
Tammy Peterman, RN, MS
Executive Vice President
Chief Operating Officer
Chief Nursing Officer

By: _____
Rebecca Proctor, Chief Spokesperson
Kansas University Nurses Association

Date: _____

Date: _____

APPENDIX A.

PRINCIPLES OF HOLIDAY SCHEDULING AND SENIORITY

Holiday scheduling preference shall be granted in accordance with seniority (most to least) under Article 19 of Memorandum (except as modified below):

A. Holiday shift scheduling guidelines for permanent licensed nurses if needed for patient care area staffing are as follows:

10% staff + below	One major holiday per year
20% staff	One major winter & one major summer holiday per year
30% staff	One major winter, one major summer & one minor holiday per year
40%	Two major winter & one major summer
50% or greater staff	Three major winter & two major summer holidays per year

1. 30% and below staff must indicate availability for twice the number of required holidays or be available for more than one shift on the specified holiday.
2. If a tie exists between or among employees according to seniority in Article 19. of the Memorandum of Agreement, holiday preference shall be afforded to the full time employee. Should a tie still exist, seniority positions shall be determined by lot. Those 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 that such scheduling practice would prevent the nursing unit from maintaining an appropriate staffing level.
3. Those who worked on a major holiday the previous year will be placed at the top of the preference list to be off the corresponding holiday the next year. Holiday preference list shall be documented for all employees and remain on file with nurse manager until 12 months after holiday.
4. Nurses who are in a Weekend Premium Pay Program, are subject to the same holiday schedule rotation as all other nurses.
5. Provided the unit can meet necessary competency requirements, any and all cancellations shall be offered by seniority starting with the most senior employee. If an employee is cancelled for a major holiday that employee is not eligible for cancellation on another major holiday during the same season.

B. Holiday shift requirements for purposes of scheduling shall be divided into major winter holidays, major summer holidays and minor holidays.

Major winter holidays - Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas, New Years Eve and New Years

Major summer holidays- Memorial Day, Independence Day and Labor Day

Minor holidays- Martin Luther King Day