

THE UNIVERSITY OF KANSAS HEALTH SYSTEM

GRIEVANCE FORM KS University Nurses' Association Employees Form A

Employee Information

Name _____ Date _____

Job Title _____ Dept. _____ Work Phone _____

Immediate Supervisor _____ Dept. Director _____

Reason for Grievance (include date of occurrence)

(Describe as required in Memorandum of Agreement Attach sheet if needed.)

Step 1- Immediate Supervisor

Date presented to supervisor _____

Supervisor's written response (attach)

Date response provided to employee _____

Step 2- Department Director

Date presented to Department Director _____

Department Director's written response (attach)

Date response provided to employee _____

Step 3- Designee of Vice President Human Resources

Date presented to Designee _____

Designee's written response (attach)

Date response provided to employee _____

Step 4- Vice President Human Resources

Date presented to VP-HR _____

Designee's written response (attach)

Date response provided to employee _____

Step 5- In Accordance with Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNIVERSITY OF KANSAS HOSPITAL AUTHORITY

AND

KANSAS UNIVERSITY NURSES' ASSOCIATION

December 1, 2020 through August 31, 2022

ARTICLE 47 GRIEVANCE PROCEDURES

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

Provisional employees are not eligible to participate in the grievance procedures set forth in this Article during the six (6) month provisional period.

A class union grievance shall be initiated in writing signed by a union steward and shall begin at Step 3 of the Procedure outlined below. To be timely, the Union's grievance must be filed within the same time frames set for filing grievances at Step 1 in this procedure.

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

Step 1. Within five (5) business days of the date the alleged grievable act occurred or the date that the employee knew or should have known that the alleged grievable act occurred, the employee(s) having a grievance and/or his/her/their union steward shall present the grievance in writing and signed by the employee(s) to his/her/their immediate supervisor. Grievance forms shall be available from any union steward.

(An) employee(s) whose grievance concerns a discharge or suspension may go directly to Step 3, but shall file the Step 3 grievance of the suspension or dismissal within five (5) business 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 union steward accompany him/her/them at any step of this procedure.

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

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

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

Step 3. If the grievance is not settled at Step 2 to the employee's satisfaction, the employee(s) and the employee's union steward may within five (5) business days after receiving the answer in Step

2 above appeal the grievance in writing to the Director of Labor Relations or her/his designee stating the reasons for such appeal. (This shall be the original step for class Union Grievances and may, at the discretion of the employee, be the initial step for Employee Grievances related to suspension or discharge.)

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

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

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

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

Up to three members of the union, one of which must include an elected KUNA officer, and up to three members of Hospital management one of which is to include a Nursing Executive, shall attend the pre-arbitration conference to attempt to resolve the matter, or mutually agree in writing a pre-arbitration conference will not be useful in resolving the matter. The party filing the appeal to the pre-arbitration conference step shall schedule the pre-arbitration conference. The participants at the pre-arbitration conference are permitted to ask questions and gather additional information, as needed, in order to assist in the resolution of the grievance, but it is understood the conference is intended to be a settlement conference. The parties have a maximum of 20 business days after the pre-arbitration conference to resolve the grievance. If the parties are unable to reach a resolution of the grievance by the end of twenty (20) business days following the pre-arbitration conference, the parties must state in writing the settlement conference was unsuccessful.

Step 5. Grievances which have not been resolved at Step 4 to the satisfaction of the employee may be appealed in writing by the Union (stating the reasons for such appeal) and signed by the grievant within five (5) business days after receipt of the notice the pre-arbitration conference was unsuccessful. The Step 5 appeal shall be to have an arbitration conducted by an impartial arbitrator selected in accordance with the following procedures. Notice of written appeal shall be delivered to the Director of Labor Relations or Designee.

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

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

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

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

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

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

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

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

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

Section 4: A "business day" is defined as Monday through Friday, exclusive of holidays recognized by the Hospital.

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

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

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

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