

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNIVERSITY OF KANSAS HOSPITAL AUTHORITY**

**AND**

**KANSAS UNIVERSITY NURSES' ASSOCIATION**

**November 17, 2022 through August 31, 2025**

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## **PREAMBLE**

This Agreement, made and entered into this [REDACTED] day of November 2022, by and between the University of Kansas Hospital Authority, with covered employees at 4000 Cambridge Street, Kansas City, KS 66160, 3910 Rainbow Boulevard, Kansas City, KS 66160, and 3825 Cambridge Street, Kansas City, Kansas 66160 (hereinafter referred to as the “HOSPITAL”), and the Kansas University Nurses Association Local 05132-0, affiliated with American Federation of Teachers - Kansas (hereinafter referred to as the “UNION”) acting herein on behalf of the covered employees listed in Article 1 of this Agreement (hereinafter referred to as the “EMPLOYEES”).

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

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

## **ARTICLE 1 RECOGNITION**

The Hospital recognizes the Union as the exclusive representative of employees in the appropriate unit for the purpose of meeting and conferring and for settlement of employee grievances in accordance with the grievance procedures contained herein. The appropriate unit shall **INCLUDE** only employees of the Hospital in position classifications listed below at locations specified in the Preamble holding regular and introductory/provisional, full or part-time hourly positions and shall **EXCLUDE** temporary/contingent, emergency, intermittent, PRN, ambulatory nurses, and all other nurses; nursing associates; agency/contract nurses; traveling nurses; supervisory and managerial employees; nurse educators; clinical nurse coordinators; unit coordinators; confidential employees; patient care assistants; healthcare techs; mental health techs; medical assistants, unit secretaries, nurse practitioners, physician assistants, certified nurse anesthetists, dentists, physicians; and all other employees of the Hospital.

Position Classifications in Appropriate Unit shall be:

- \*Clinical Nurse Entry or CNE (6 months or less RN Experience)
- \*Clinical Nurse I or CNI
- \*Clinical Nurse II or CNII
- \*Licensed Practical Nurse or (LPN inpatient)
- \*Senior Licensed Practical Nurse (SR LPN inpatient)

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

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

## **ARTICLE 2 MANAGEMENT RIGHTS**

The Union agrees that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the Hospital to hire, direct, schedule, promote, demote, transfer, assign, counsel (discipline), coach, place on administrative leave, refer employees to EAP or Helix training, 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 and to exercise any other right discussed in this Agreement, except for such restrictions as are expressly provided for in this Agreement. None of these rights shall be exercised in a capricious or arbitrary manner. In addition, the Hospital shall have the right to suspend or discharge employees for proper cause.

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

## **ARTICLE 3 UNION/MANAGEMENT COOPERATION**

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

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

**Section 3.** The Hospital and the Union herein agree to establish a labor/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 Officers/Executive Board Members, provided they are also a covered employee under this Agreement. The Chief Nursing Officer shall appoint management members and the Union President shall appoint Union Officers/Executive Board Members to serve on the committee. The Committee shall meet as needed if requested by either party at a time and place agreed to by the parties.

**ARTICLE 4  
NON-DISCRIMINATION**

**Section 1.** It is agreed by the Hospital and the Union that neither will discriminate against bargaining unit employees on the basis of their race, religion, color, sex, gender identity, national origin, disability, age, sexual orientation, genetic information, or veteran's status in connection with their terms and conditions of employment. Further, no reprisals or admonishments shall be taken against an employee because of their decision to be a member of the union or participate in union activities, or because of their decision not to be a member of the union or participate in union activities. In compliance with the Public Employer Employee Relations Act (PEERA), the Union will fairly represent all employees covered by this Agreement regardless of their decision to join or not to join the union. This Article does not preclude the Hospital or the Union from exercising their free speech rights when communicating with employees, provided the communications do not violate any provisions in this Agreement.

**ARTICLE 5  
UNION STEWARDS**

**Section 1. Number of Recognized Union Stewards:** The Hospital agrees to recognize a maximum of fifteen (15) bargaining unit employees serving as Union Stewards for the purpose of promoting an effective relationship between Supervisors and all bargaining unit employees and in order to settle disagreements at the lowest possible level of the organization. There shall be no more than two (2) Union Stewards from any nursing unit. The Union agrees to notify the Director of Labor Relations or designee in writing within five (5) business days of changes in Union Stewards and elected Union Officers/Board Members.

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

**Section 3. Release from Work:** Union Stewards will be allowed reasonable time during their scheduled shift, without loss of pay or leave, to perform representational duties as defined in Section 2 of this Article. Reasonable time for this purpose shall be interpreted to mean up to sixty (60) minutes per contact, but no more than a total of two (2) hours per week to perform representational duties subject to the provisions of Section 5 below. The Hospital will not compensate Union Stewards for the performance of representational duties performed during their non-working time.

**Section 4.** A Union Steward is permitted to discuss the problem(s) with the bargaining unit employee(s) immediately concerned and to attempt to achieve settlement with the management personnel involved. Before attempting to act on any employee grievance or dispute, the Union Steward will ensure the bargaining unit employee has taken preliminary steps to resolve the issue, which typically includes discussing the matter with his/her supervisor. A Union Steward may be present during an investigatory interview that could lead to disciplinary action, a disciplinary

action meeting, or a step meeting in the grievance process if requested by the employee. Nothing in this Article is intended to delay compliance with a supervisor's direct order, or alter or undermine the recognized concept of "work now, grieve later."

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

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

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

**Section 8. Application to Union Officers/Board Members:** This Article shall apply to Union Officers/Board Members when they perform Union Steward representational duties/functions as defined in Section 2 of this Article. This Article shall also apply to a Union Officer when his/her presence is required to attend a pre-arbitration conference discussed in Article 47 of this Agreement.

**Section 9. Release of Union Officers/Board Members:** The Hospital agrees to allow up to three (3) Union Officers reasonable time during their scheduled shift, without loss of pay or leave, to

attend a Labor Management meeting pursuant to Article 3 of this Agreement. Reasonable time is described in Section 3 of this Article. The Union Officers/Board Members are required to: (a) seek permission from their nursing manager/covering manager to leave the nursing unit, and (b) follow the procedures for leaving and returning to the nursing unit described in Section 5 of this Article.

**Section 10.** At no time shall any combination of paid time allowed under this Article to perform union steward representational duties, and/or other union work contemplated under Sections 8 and 9 of this Article exceed 60 minutes per contact, and no more than a total of two hours per week. Any additional time needed to complete steward representational duties and/or other union duties must be completed on non-working time and without Hospital pay.

## **ARTICLE 6 AFT KANSAS/KAPE REPRESENTATIVES – ACCESS**

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

**Section 2: Procedures for Hospital Access:** After the AFT Kansas/KAPE Representative has been approved for an on-site visit, the union representative shall obtain a visitor's badge from the Hospital Human Resources Department if such visit occurs between the hours of 0730 and 1630 - Monday thru Friday. If such approved visit occurs after 1630 - Monday thru Friday or anytime on weekends and holidays, such union representative shall obtain a visitor's badge from the Nursing Administrative Coordinator at the Hospital Information Desk. The union representative must wear the visitor's badge at all times during the on-site visit and promptly return the badge to the Hospital at the conclusion of the visit.

**Section 3: Safe Practices during On-Site Visit:** A recognized and properly badged union steward shall accompany the AFT Kansas/KAPE Representative during an authorized on-site visit: (a) to and from an authorized meeting room granted in accordance with Article 7, and (b) at all times in those areas where the union representative is specifically granted authorization to inspect bargaining unit work or applicable nursing unit break areas. The AFT Kansas/KAPE Representative shall confine his/her activities to the authorized area(s). The union steward will not be released from work or paid by the Hospital to perform this function. The union steward accompanying the union representative may be subject to disciplinary action, up to and including termination from employment, for failing to accompany or ensure the union representative's access is limited to authorized areas during the on-site visit.



**Section 4: No Interference:** In no case shall the AFT Kansas/KAPE Representative's on-site visits be allowed to interfere with the scheduled work of Hospital employees, physicians, contingent workers, volunteers or interns, or patient care in any way. The parties further agree the union representative will not be permitted to perform representational duties or meet with, visit, or hold discussions with bargaining unit employees in areas designated for patient care or patient access or in the nursing unit breakrooms. A representative's on-site visit that includes meeting with a bargaining unit employee(s) shall occur during the employee's non-work time (except during the issuance of disciplinary action, an investigative interview, when requested by the employee). AFT Kansas/KAPE Representatives granted access to the Hospital's premises shall also abide by the Hospital's policies and rules governing the conduct of visitors or other third parties on Hospital property.

**Section 5: AFT Kansas/KAPE Representative Access to Public Areas:** The requirements in this Article to seek permission for an on-site visit at the Hospital, to secure and wear a Hospital visitor's badge, and to be escorted within the Hospital does not apply when the AFT Kansas/KAPE Representative enters the Hospital for medical services, visits hospitalized family and friends, or visits areas open to the general public (Hospital's cafeteria, coffee shop, or gift shop) for reasons other than union representation.

**Section 6: Prohibition of Union Activities:** It is further agreed the on-site visits granted to the AFT Kansas/KAPE Representative under this Article will not be used for the purpose of discussing any matters connected with internal management or operation of the Union, the solicitation for or collection of dues or assessments; the solicitation of union membership; campaigning for elective office in the Union; the distribution of union membership cards, literature, pins, buttons, ribbons, hats or other paraphernalia; or the solicitation of grievances or complaints.

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

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

## **ARTICLE 7 USE OF HOSPITAL MEETING ROOMS & PROPERTY**

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

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

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


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

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

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

**ARTICLE 8  
NOTIFICATION OF UNION CONTACT INFORMATION**

**Section 1. Contact Information:** The Hospital will post on the unit bulletin board an 8 ½ x 11 notice stating only the following:

**“CNE, CNI, CNII, SR LPN (inpatient), and LPN (inpatient) can contact their KUNA representative at the email address of [kunanurses@gmail.com](mailto:kunanurses@gmail.com), the union’s website at [kuna.ks.aft.org](http://kuna.ks.aft.org)., or the union’s QR code , which links to the union’s website address only.**

**THE UNION DOES NOT CONDONE/APPROVE POSTINGS PROHIBITED BY THE MOA’S ARTICLE 8 - NOTIFICATION OF UNION CONTACT INFORMATION, ON THE HOSPITAL’S BULLETIN BOARDS”**

The parties agree the Union and its agents, covered employees, employee representatives, and other individuals acting on behalf of the covered employees shall not post Union signs, posters, insignia, announcements, invitations, solicitations, membership applications, pamphlets, notices, business cards, union paraphernalia, or any other document of any kind about the Union, including AFT-Kansas and its affiliates, on the Hospital’s bulletin boards or elsewhere on its premises. The Union does not condone/approve unauthorized postings to the Hospital’s bulletin boards.

**ARTICLE 9  
EMPLOYEE LISTS**

**Section 1. New Hire Employee List:** The Hospital shall provide the union a list in electronic form all bargaining unit employees hired during the most recent 30 days by the end of the following month. The list will contain the name, unit, job title, last known address, and date of hire.

**Section 2. Covered Employees List:** The Hospital shall provide the Union a list in electronic form showing all bargaining unit employees on March 1 and September 1 of each year.

**Section 3.** The Hospital will send an electronic copy of the employee lists to [kunanurses@gmail.com](mailto:kunanurses@gmail.com) or a replacement Union email shared with the Director of Labor Relations.

**Section 4.** The New Hire and Employee lists provided in accordance with Sections 1 and 2 of this Article will not be given, sold, or used in connection with the solicitation of the Employees for membership in charitable, for-profit or non-profit organizations (except for the Union).

**ARTICLE 10  
MAINTAINING AND ADVANCING NURSING PRACTICES**

It is the responsibility and obligation of each employee to maintain and advance her/his knowledge and skills affecting the quality of patient care. In this regard, it is the responsibility and obligation of the Hospital, within available resources, to assist bargaining unit employees by establishing programs and/or providing resources for orientation and staff development.

Furthermore, it shall be the responsibility of each nurse to obtain and maintain a valid current Kansas/Missouri State License, or nursing license in any other state in which the Employee is required to practice. A nurse who fails to maintain a current license will be immediately removed from the work schedule and placed on suspension without pay for up to three scheduled shifts, or extended, as determined by the Hospital, in order to permit him/her the opportunity to obtain re-licensure. Because a nurse cannot practice without a valid Kansas/Missouri State Nursing License, a nurse who fails to timely renew his/her nursing license may be terminated from employment.

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

## **ARTICLE 11 REQUIRED CERTIFICATIONS/VERIFICATIONS**

**Section 1. Required Certifications/Verifications:** The Hospital and the Union agree that certifications/verifications may be required of staff who work in certain clinical areas. Examples of required certifications/verifications include, but are not limited to, BCLS, ACLS, PALS, and NRP. Employees are responsible for obtaining and timely renewing required certifications/verifications. Employees who fail to timely renew required certifications/verifications will be immediately removed from the work schedule and placed on an unpaid suspension for up to three (3) scheduled shifts (or extended as determined by the Hospital) to allow for time to successfully complete a certification/verification course. Failure to timely complete the course, will result in the employee's separation from employment.

**Section 2: Reimbursement of Fees for Required Certification/Verification Courses:** Employees who are required to obtain and maintain certification/verifications, must complete the courses for the certification/verification the Hospital offers to the employee free of charge. There may be some circumstances, however, where an employee is not able to attend the internally offered course, and must incur the expense of attending an externally offered certification/verification course. The Hospital will reimburse the employee the reasonable fee the employee incurs to complete the externally offered certification/verification course, only if the following conditions are satisfied: (a) prior to enrolling and participating in a certification/verification course that is external to the Hospital, the nurse obtains prior approval from his/her manager, and (b) demonstrates that a reasonable attempt was made to enroll in a hospital-based class. If the employee does not obtain their manager's preapproval to attend the external course, the Hospital will not reimburse the employee the cost of the course fee.

The fee for pre-approved external courses will be reimbursed only 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.

**Section 3. Pay for Time to Attend Courses for Required Certifications/Verifications:** The time the employee spends attending either internal or external courses needed to obtain and renew required certifications/verifications will be paid time, and must be recorded in the Hospital's time recordkeeping system.

## **ARTICLE 12 RULES, REGULATIONS AND POLICIES**

General rules, regulations, and policies pertaining to the performance of work, conduct of employees, and safety will be developed by the Hospital, and may be removed, updated, or modified from time-to-time. If there is any inconsistency between the Hospital's rules, regulations, and policies and this Agreement, the terms of this Agreement will govern. Copies of Hospital HR policies pertaining to conditions of employment as defined by PEERA will be provided to the Union prior to implementation. It is understood that all employees in the appropriate unit agree to observe and adhere to the rules, regulations, and policies of the Hospital insofar as they do not conflict with the express terms and provisions of this Agreement. Bargaining unit employees who violate the Hospital's rules, regulations, and policies may be subject to disciplinary action, up to and including, termination from employment.

## **ARTICLE 13 PROFESSIONAL IMAGE AND IDENTIFICATION**

**Section 1.** The Hospital is permitted to establish and enforce professional image standards. All employees will present a neat, clean, and professional appearance; will comply with the Hospital's published professional image standards, requirements and obligations; and will wear only Hospital-provided identifications and accessories as detailed in Hospital policies at all times when on the clock in order to establish the employee's identity, to depict the Hospital's brand, and to communicate a positive and professional message to patients, visitors, clients and associates.

**Section 2.** If an employee has safety concerns related to the display of the employee's full name on the Hospital-provided identification badge, the employee shall immediately notify his/her supervisor so measures can be taken to address the identified concern.

## **ARTICLE 14 JOB DESCRIPTIONS**

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

Nurses in job classifications of CNE, CNI, and CNII holding an ADN and employed in the bargaining unit during the term of this Agreement shall, for purposes of job postings and lateral transfer within the bargaining unit, be considered to meet the basic educational requirements of open nursing positions within the bargaining unit listing BSN as an educational requirement. Except that, employees in job classifications of CNE, CNI and CNII who are parties to a Voluntary Agreement to Earn Bachelor of Science Nursing Degree are subject to the terms of the Agreement and may be limited in their ability to transfer to an internal position requiring a BSN Degree. Employees licensed as an LPN cannot hold a position requiring an RN license.

## **ARTICLE 15 NEW PROGRAMS, EQUIPMENT, TECHNOLOGY & SYSTEMS**

The Hospital has the right to institute new or different programs, technologies, equipment, and systems and to require employees to use these programs, technologies, equipment, and systems in their day-to-day operations. The Hospital agrees to provide an opportunity for adequate training to applicable bargaining unit employees on all new programs, equipment, technology, and systems it decides to utilize prior to implementation and use of such new programs, equipment, technology, and systems. The Hospital is not obligated to train when no training is needed for the nurse to perform the job.

The Hospital has installed and utilizes monitoring equipment and security systems to support a safe working environment for employees. Any data from the monitoring equipment/security systems may be used in connection with investigations into unsafe working conditions or employee performance/conduct issues; and in support of employment decisions.

## **ARTICLE 16 EMPLOYEE HEALTH AND SAFETY**

**Section 1.** Employee 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 workplace safety rules and regulations.

**Section 2.** The Hospital agrees to provide all governmental required medical tests and immunizations at no cost to the employee or the Union.

**Section 3.** All employees shall be alert to any unsafe working conditions and promptly report such unsafe conditions to their manager/designee and/or utilize reporting tools such as the Hospital's patient quality reporting system in place at the time and the EthicsPoint Compliance Hotline to report unsafe working conditions. Where warranted, managers/designees will promptly investigate the reported concern and correct an identified unsafe condition. If the manager/designee is unable to correct the condition, the employee may escalate the matter to their departmental director. The employee may further escalate their employee safety concern through the department chain of command if resolution is not possible with previously consulted levels of management. The manager/designee will communicate the disposition of the matter within a reasonable period of time after the investigation into the matter is complete.

**Section 4:** Union Stewards may report employee health and safety concerns to the Director of Labor Relations. The union may also request a Labor/Management Committee meeting to discuss employee health and safety concerns in accordance with Article 3, Union/Management Cooperation.

**ARTICLE 17  
EMPLOYEE/DEPARTMENTAL FILES  
AND DISCIPLINE**

**Section 1. Files**

- A. **Official HR Employee File:** The Hospital and the Union agree that the file maintained by Human Resources shall be the Official HR Employee File. Prior to placing into the Official HR Employee File any written Verbal Counseling, performance improvement plan/action plan, corrective actions (as defined in Section 3A of this Article), and performance reviews/check-ins prepared or received by the manager/designee, these documents will be reviewed with the Employee and the Employee shall be given the opportunity to attach any objections or clarifications she/he may have to the document. Employees have access to documents in their Official HR Employee File through the Hospital's HRIS system.
- B. **Departmental File:** The department may maintain a file on the Employee and such file shall be subject to review once every two months upon request of the respective Employee in the presence of the Department's Nurse Manager. Such departmental file is not the Official HR Employee File of such Employee, but documents contained in this file may be used to support corrective action and employee performance reviews/check-ins.
- C. **Manager Log/Notes:** 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.

**Section 2: Coaching/Developmental Opportunities**

- A. **Verbal Counselings/Coaching/Action Plans/PIPs/EAP Referrals:** Nothing in this Article shall prohibit the manager/designee from issuing a coaching or a Verbal Counseling, placing the employee on an Action Plans/Performance Improvement Plan ("PIP"), referring the employee to EAP services, or helping the employee achieve the desired behavior and/or performance in connection with or separate from a corrective action. Coachings, Verbal Counselings, Action Plans/PIPs, and EAP Referrals are not subject to the grievance and arbitration process outlined in this Agreement and may be referenced in a corrective action, regardless of their age, to show the employee was previously informed his/her performance and/or conduct was not meeting expectations.
- B. The Employee may request review of the Action Plan/PIP with Employee Relations if they have any concerns about any item, goal, or timeline contained in the Action Plan/PIP.

### Section 3. Corrective Actions

- A. The Hospital reserves the right, with just cause, to discharge, suspend or otherwise discipline Employees for violations of Hospital rules, regulations, policies, procedures, guidelines, and practices; for failing to meet conduct or performance standards; or for violating provisions of this Agreement. Discipline is issued in the form of a corrective action referred to as a Written Counseling, Final Written Counseling, and End of Employment. The type of corrective action imposed in any instance depends on the nature or the seriousness of the offense involved which means the Hospital may skip some or all of the corrective action steps. For less serious offenses, the Hospital recognizes the general principles of progressive discipline.
- B. **Provisional/Introductory Period:** The corrective action process may be significantly abbreviated during an Employee's provisional/introductory period. Employees who receive a corrective action any time during their 6-month provisional/introductory period may be separated from employment without having to advance through any remaining steps in corrective action process.
- C. **Grievable Corrective Actions:** Employees who receive a Written Counseling, Final Written Counseling, or End of Employment (not to include a Coaching, Verbal Counseling, Action Plan/PIP, paid or unpaid administrative leave, or EAP referral) after the completion of their 6-month provisional/introductory period are permitted to appeal such corrective action in accordance with the grievance procedure set forth in this Agreement, and may request documents supporting the corrective action.
- D. All corrective actions, regardless of their age, will remain a part of the employee's Official HR Employee File. The Hospital will not use corrective actions involving performance and/or conduct of a progressive nature that is more than one (1) year old when deciding the next level of corrective action for a subsequent event except in situations where the employee previously engaged in a policy or work rule violation involving sexual or workplace harassment, discrimination, retaliation, workplace violence, HIPAA violation, appearance of sleeping on the job, or safety and security violations during the last three (3) years. This does not include corrective actions in the Official HR Employee file that have been rescinded during the grievance/arbitration process.
- E. **Delivery of Corrective Action:** The corrective action, when warranted, will be presented to an employee within ten (10) working days if possible, following a determination that grounds for corrective action exist. The Hospital is exempt from this time requirement when it is impossible to present the corrective action to the employee during the 10-day period because the bargaining unit employee is on leave, is not scheduled for work, or is otherwise unavailable. Under these circumstances, the Hospital will present the corrective action to the employee as soon as reasonably possible following the bargaining unit employee's return to work. The ten (10) working day period may be extended by mutual agreement of the Union and the Hospital.



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

## **ARTICLE 18 PERFORMANCE REVIEWS**

Employees shall be formally evaluated in writing by the Employer in accordance with Hospital policy and/or practice. The Hospital will make reasonable efforts to complete these performance reviews within a timely manner. The purpose of the performance review is to provide feedback to the bargaining unit Employee regarding his/her performance in relation to the performance expectations and job-related competencies for his/her job.

Employee(s) will be given access to any formal review of their performance and may make separate written comments. Should the review 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. The Hospital agrees that the performance review, where applicable, should be based upon relevant factors such as demonstrable facts, evaluator's personal observations, co-workers' feedback, documentation, and Performance Improvement standards.

The Union recognizes the Hospital's right to establish and/or revise performance review programs, performance expectations, and job competencies. Such performance 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 consideration to these recommendations. The final decision of the performance review tool and system used is at the discretion of the Hospital.

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

## **ARTICLE 19 HOURS OF WORK**

**Section 1.** The Hospital has the right to establish and modify the organization's standard workweek. Any changes in the workweek will be made in accordance with federal law and the union will receive advance notice of any change.

**Section 2.** Typically, the normal work shift shall consist of eight (8), ten (10), or twelve (12) hours per day. The normal workweek for full-time employees typically will be thirty-six (36) – forty (40) hours, but may vary depending on the department needs and circumstances

**Section 3.** Nothing in this Article shall be regarded as a guarantee of any hours of work per day, per workweek, or per year.

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

**Section 5.** To ensure the continuity of care, Employees shall be at their assigned work-station performing required job duties after clocking in for work and throughout their shift.

## **ARTICLE 20 REST PERIOD AND MEAL BREAK**

**Section 1. Rest Periods.** 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 may not be combined or compensated, 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. In all cases, rest periods shall not interfere with the operation of the Hospital. Rest periods may be interrupted when needed for patient care.

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

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

## **ARTICLE 21 PAYCHECK DISTRIBUTION**

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

**Section 2.** The Hospital shall provide information on how to access and understand pay stubs, as needed.

## **ARTICLE 22 SCHEDULES**

**Section 1. Scheduling:** The Hospital reserves the exclusive right to establish, eliminate, and change work schedules, shift lengths, break periods, and start and stop times of shifts for all positions covered by this Agreement. At all times, the Hospital has the right to determine its staffing models and levels, work locations, work assignments, competency configurations, and the size, and composition of the workforce. All employees are required to work their assignments and scheduled hours and shifts, including weekend hours on units/departments not normally operating during weekend hours.

**Section 2. Scheduling Weekends:** Employees in certain departments/units will regularly be scheduled to work full weekends. The Hospital will make reasonable efforts to schedule employees “off” from work every other weekend during the four-week scheduling period, except that employees with an FTE status of less than 0.5 may be required to work one full weekend during a four-week scheduling period. To be considered to have worked a “full” weekend, the employee must work a minimum of two full shifts between the hours of 1500 on Friday and 0730 on Monday. Whenever possible, employees shall be granted, upon request, two (2) additional “full” weekends off per calendar year in addition to regularly scheduled weekends off by making a request for PTO. Such requests will not be unreasonably denied. Employees may request additional weekends off, but approval of such requests will be at the discretion of the manager/designee. Employees requesting weekends off shall not be required to find coverage, except when the Hospital’s Disaster Plan has been activated or other emergent situations exist (ex., act of nature, pandemic, terrorist attack, civil unrest).

**Section 3. Posting Schedules:** Work schedules will be posted in the electronic scheduling system 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.

**Section 4. Changes in Posted Schedules:** The posted schedule of hours can be changed only by mutual consent of the manager/designee and the Employee, except in cases of an emergency (ex., natural disaster, pandemic, terrorist attack, civil unrest, community disaster, mass casualties, or operational crisis not reasonably anticipated).

**Section 5. Requesting Time Off From Work:** By the required date, employees may request: (a) paid time off as detailed in Article 39 Paid Time Off, (b) unpaid time off in accordance with Hospital’s leave policies, or (c) to work a different day during the workweek in place of a work day normally scheduled to meet the employee’s FTE status. Such requests will be evaluated in light of anticipated patient load, acuity, and staffing, but shall not be denied in an arbitrary or capricious manner.

**Section 6. Staffing:** Where patient care areas operate on a continuous, twenty-four (24) hour, seven-day operation, the Hospital will make reasonable efforts to develop unit/department schedules so 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. The phrase “not normally” as used in this Section means the scheduling limitations are not guaranteed.

**Section 7. Swapping Shifts:** 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 the grievance or arbitration processes. Switches not adversely affecting the operation of the unit, quality of patient care, proper balance of competencies, or increasing costs will not be unreasonably denied.

## **ARTICLE 23 PARKING**

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

## **ARTICLE 24 REPORTING ABSENCES FROM WORK**

**Section 1.** In order to provide adequate staffing for the provision of care to patients, the employee is required to notify the employee’s nursing unit and the Resource Management Center (“RMC”) of their unscheduled absence from work at least two (2) hours prior to the start of their shift.

**Section 2.** The employee is required to state his/her name, the time of the call, and the reason for the absence (ex., personal, medical, FMLA). If the employee’s absence is due to an approved FMLA event or an approved accommodated leave, the employee must also communicate this absence to their nursing unit, the RMC, and the Hospital’s leave administrator (ex., The Hartford).

**Section 3.** If the employee is absent from work for more than one day, the employee must notify their nursing unit and the RMC each day the employee is absent in accordance with the above guidelines, unless the employee was granted a preapproved continuous absence from work of more than one day (ex., approved continuous FMLA leave).

**Section 4.** Failure to notify their nursing unit and the RMC (913-588-6550) in accordance with these guidelines will result in the employee being considered absent from work and PTO hours shall be used, if available, to compensate for the hours/shifts not worked, as required by Article 39, PTO and Hospital policy. The Employee may also be subject to corrective action for failing to follow the proper call-in procedures.

## **ARTICLE 25 CANCELLATION OF SHIFTS**

**Section 1. Cancellation of Shifts:** The Hospital will attempt to notify employees of a cancellation of a regularly scheduled shift, extra shift, incentive shift or overtime shift no later than one (1) hour prior to the beginning of the shift. In the case of cancellations of 4-hour increments of a shift, the employee will be given at least two (2)-hours-notice for each subsequent cancellation.

**Section 2. Cancellation Pay:** In the event the Hospital does not give or attempt by telephone to give one (1) hour notice of cancellation required by Section 1 of this Article, the employee shall be paid two (2) hours of “cancellation pay” at the employee’s base hourly rate of pay. In order to be eligible for “cancellation pay,” the employee must provide the Hospital a telephone number where they can be reached at least one (1) hour prior to the beginning of the shift. Failure of the employee to be available to receive such a telephone 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 one-hour notice.

## **ARTICLE 26 WORK LOADS**

**Section 1.** The Hospital and the Union recognize the importance of providing high quality, safe care to its patients without delay. Accordingly, nothing in this Agreement shall be construed as granting exclusivity of all nursing work performed by any bargaining unit employee. This means other licensed registered nurses (and licensed practical nurses, where applicable) may perform bargaining unit work.

**Section 2: Use of Other Nurses to Perform Unit Work:** Nurse managers, other supervisory personnel, and qualified licensed nursing staff may assist in performing nursing functions and patient care during periods of staffing shortages, increased need, emergency situations, training, or to provide special skills not found among current employees, as determined by the Hospital. These nurses, in addition to unit coordinators and nurse/unit educators who are not part of the bargaining unit may regularly provide direct patient care without restrictions.

**Section 3. Use of Agency/Contract Nurses to Perform Unit Work:** The Hospital has the right to use PRN, weekend nurses, temporary nurses, nurse staffing agencies/contingent workers, and traveling nurses to address operational and patient care needs. Except for groups of employees hired to meet specific needs (such as PRN or Weekend programs), temporary, contingent, or agency employees shall be used only to meet temporary or emergency needs, or during times when the supply of nurses cannot meet the Hospital’s demands for qualified nurses, as determined by the Hospital.

**ARTICLE 27**  
**CHANGE OF ASSIGNMENTS**

**Section 1.** Staffing needs occasionally may require that during a shift, an Employee be temporarily reassigned to a nursing unit other than the one to which the employee is normally assigned to work. It is the intent of the parties to reassign staff in order to meet patient care and operational needs.

**Section 2.** Managers/designees will continue to evaluate daily nursing unit staffing needs. In the event a nursing unit(s) is in need of additional staffing, volunteers will be sought from nurses within the unit to meet the staffing needs. If there are insufficient volunteers to meet the unit's staffing needs, the manager/designee will determine which other nursing unit(s) is best able to operate with reduced staff and shall reassign employees from the selected unit to the nursing unit in need. The employee(s) selected for reassignment to a different unit must have completed initial orientation in the receiving unit.

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, at the Hospital's discretion:

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 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.

Role #3 - 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.

**Section 3.** To the extent possible, staff will be reassigned to other units/departments on a rotational basis (beginning with the least senior employee at work on the nursing unit making the reassignment). Records of such rotation shall be maintained on each unit. Except in an emergency, employees working involuntary overtime shall not be required to accept reassignment during her/his overtime shift.

**Section 4.** 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, the nurse shall immediately begin performing the reassignment to the best of his/her ability and may request assistance from other nurses/charge nurse, if needed, to provide safe patient care. However, the employee may document the reasons for her/his objections to the reassignment

in the Hospital's patient quality reporting system in place at the time and provide a copy to their manager/designee and, if they choose, to the Union.

**Section 5.** Nurses who are reassigned shall request and receive instructions necessary to complete the assignment.

**Section 6.** Nurses may request an orientation to any or all nursing units within their clinical division for which they are expected to work, as needed to maintain safe practice. New employees shall receive orientation to each nursing unit in their clinical division as part of their orientation to the Hospital.

## **ARTICLE 28 TEMPORARY CENSUS CHANGE**

**Section 1.** 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.

**Section 2. Temporary Reduction in Census:** Where census is low or patient acuity does not require typical staffing levels, managers/designees shall make every reasonable effort to utilize excess staff in ways such as reassigning affected employees to other nursing units in accordance with the procedures described in Article 27 or, at the discretion of the manager, allowing staff to participate in activities including, but not limited to required educational offerings, projects, committee work, and teaching/orientation preparation.

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

- A. Cancel or send home per diem Agency personnel working on the affected nursing unit, as appropriate.
- B. Cancel or send home personnel working on incentive shifts, as appropriate.
- C. Send home employees who are currently working overtime.
- D. Seek volunteers to take time off. Regular employees in the affected nursing unit(s) shall be offered the opportunity to take time off in seniority order, on a rotating basis. A list of those choosing to go home will be kept on each unit to track that those offered and taking time off is rotating in seniority order. Employees who are so affected may elect to use any accumulated PTO or may take time off without pay.
- E. Cancel or send home PRN personnel working on the affected nursing unit, as appropriate.
- F. If additional staff reductions are still needed, regular employees in affected nursing unit(s) shall be sent home in inverse order of seniority on a rotating basis. Employees who are so affected may elect to use any accumulated PTO or may take time off without pay. A list of

those sent home will be kept on each nursing unit to track that the cancellations are rotating in inverse seniority order.

**Section 3. Unexpected Increase in Census:** If census should unexpectedly increase, resulting in a need for additional staffing, managers/designees shall utilize the procedure listed below.

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

- A. Seek staff from other units in accordance with Article 27. Change of Assignment.
- B. Seek volunteers on or off duty to work additional hours without incurring overtime during the workweek; or
- C. Assign overtime as needed in accordance with Article 41. Overtime.

## **ARTICLE 29 TRANSFER TO OPEN SHIFT/OPEN POSITION**

**Section 1. Transfer to Open Shift:** The Hospital will notify nursing unit employees by email, text message, or instant-messaging of an open shift to allow qualified employees in the nursing unit an opportunity to transfer to a different shift. Interested employees will be given a minimum of five (5) calendar days to apply in writing for the open shift. Where two (2) or more qualified employees in the nursing unit have provided written notice to their manager indicating a desire to transfer to a different shift, the Hospital shall select the employee with the greatest seniority according to Article 46, Seniority to fill the open shift except in the following cases: (a) where the employee with lower seniority is reassigned to this shift as an accommodation under The Americans With Disabilities Act, as amended, (b) the more senior employee applied after the 5-day notification period, or (c) where selecting the most senior employee would create an imbalance in competencies and/or experience on the departing shift, significantly detract from the efficiency of the departing shift, or undermine the ability to provide care to the patients.

**Section 2. Transfer to Open Position (Lateral Transfer):** The Hospital will post open and available positions on the Hospital's job career website for at least five calendar (5) days to allow qualified employees in the bargaining unit an opportunity to laterally transfer to a different unit. Employees desiring the opportunity to be considered for a lateral transfer must apply on-line before the end of the 5-day posting period. The Hospital may simultaneously recruit external applicants for the open position, but the Hospital will consider qualified internal applicants first provided they applied within the five-day posting period. Prior to filling an open position with an applicant from outside the bargaining unit, the Hospital will approve the lateral transfer request of an employee having the necessary qualifications and job competencies to perform the job and is eligible for a lateral transfer, except where such transfer would create an imbalance in competencies and/or experience on the departing unit, significantly detract from the efficiency of the departing unit, or undermine the ability to provide care to the patients.



To be eligible for a lateral transfer to an open position, the employee must have completed the introductory period to a bargaining unit position, have an overall rating of “meets expectations” or above on their performance appraisal, are free from corrective 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 their present position. The date of posting shall be the basis for determining transfer eligibility. Exceptions to these lateral transfer eligibility requirements can be made only with the divisional Vice President’s approval.

**Section 3. Involuntary Lateral Transfer:** Employees who have been involuntarily transferred to a different unit will within twelve (12) months after their involuntary transfer be offered the first open and available opportunity to be returned via lateral transfer to the nursing unit from which they were previously transferred. If the employee refuses the lateral transfer offer, the employee shall have no further rights, under this Section, to preference in the transfer or selection process.

**Section 4.** Lateral transfers, when approved, will normally take place within four (4) weeks, but such time period is not guaranteed.

**Section 5.** A bargaining unit employee who accepts a lateral transfer shall receive an orientation to the new area and will retain Hospital and Bargaining Unit Seniority.

**Section 6.** None of the transfers shall be conducted in an arbitrary or capricious manner.

## **ARTICLE 30 LAYOFF AND RECALL**

### **Section 1. Layoff:**

- A. The Hospital may determine, in its sole discretion, whether and when layoffs are necessary and which shift, unit and budgeted hours are affected.
- B. When the Hospital finds it necessary to layoff bargaining unit employees the layoff will take place in the following order:
  - i. Agency nurses/contingent workers.
  - ii. Bargaining unit employees who volunteer for layoff.
  - iii. Probationary/provisional bargaining unit employees in the affected unit, shift, and budgeted hours.

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

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

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- B. For an anticipated layoff of more than seven (7) days, the Vice President of Human Resources or designee shall notify the affected employee of the layoff in writing sixty (60) days prior to the proposed effective date of the layoff unless such layoff is due to an Act of God or other cause beyond the Hospital's control, in which case the employee will be notified as soon as reasonably possible.
- C. Prior to the scheduled layoff, employees subject to layoff shall seek placement in all open and available positions within the Hospital for which the employee is qualified to perform. Affected employees shall be given preference over other external or internal applicants for the opening(s), provided he/she possess the job's required knowledge, skills, talents, competencies, licensures and certifications. If the affected employee is extended and accepts an offer of employment for an open and available position in lieu of layoff, the employee relinquishes any bumping rights allowed under this Article. If the affected employee declines an offer of employment for an open position for which he/she is qualified to perform, the employee shall have no further rights under this Article and shall be laid off with no right of recall.
- D. If there are no open and available position(s) for which the affected employee is qualified to perform, the employee is permitted to bump the least senior employee in the affected nursing unit in order to avoid a layoff. The employee will only be permitted to bump the lowest senior employee if the Hospital is able to maintain a nursing unit staff with the same level of competencies, licensures, and certifications once the bumping process has been completed.

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

- i. Human Resources shall develop a nursing unit seniority list for all nurses in the affected nursing unit. The seniority list so produced shall include the employee's current shift assignment and nursing unit.
- ii. A conference shall be held with the employee subject to layoff to determine his/her shift preference in the affected nursing unit. The nurse may indicate that he/she will accept all shifts, any two (2) shifts or only one (1) shift.
- iii. The employee subject to layoff shall have the right to bump the least senior nurse on those shifts selected by the nurse during the layoff conference.
- iv. If the employee subject to layoff accepts the position occupied by the least senior employee, the bumped employee will be laid off and will not be eligible to bump under this Article.
- v. If a part-time employee has greater seniority than a full-time employee, he/she must be willing to accept full-time employment in order to bump a full-time employee.
- vi. An employee subject to layoff who refuses to exercise his/her bumping rights under this Article, shall be deemed to have exhausted his/her bumping rights and shall be laid off without recall rights.
- vii. Every reasonable effort will be made to minimize the number of individuals affected by a layoff.

**Section 3. Recall:**

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

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

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

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

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

E. Provisional employees shall have no recall privileges.

F. Right to recall is terminated when: (i) the employee is recalled and reports to work; (ii) the employee applies for a posted position with the Hospital and is selected for the opening; (iii) the employee is offered and refuses to accept a position upon recall; (iv) more than 365 days has passed since the layoff; (v) the employee fails to report to work within three (3) consecutive days of receiving a verified notice of recall; (vi) on the date the notice of recall is returned to the Hospital as undeliverable or unsigned, or (vii) the employee has been removed from the recall list as permitted in this Article.

## **ARTICLE 31 LEAVE OF ABSENCE**

**Section 1. Bereavement Leave:** Employees may take paid bereavement leave to observe the death, attend the funeral, or to handle the estate affairs of an immediate family member as defined in Hospital policy. Full-time employees may take up to three (3) working days, but not to exceed 24 working hours. Part-time employees may take up to two (2) working days, but not to exceed 16 working hours. An employee can request two additional consecutive working days or up to 16 additional working hours for the purpose of attending the funeral of an immediate family member if such funeral is “out of town.” “Out of town” is defined as 250 or more miles radius from the Hospital. Such leave shall be granted in accordance with Hospital policy. An employee may request to use accrued, but unused PTO if additional leave is required. Request for Bereavement Leave will not be unreasonably denied.

**Section 2. FMLA Leave of Absence:** The Hospital will provide a Family & Medical Leave of Absence to eligible employees in accordance with the Family & Medical Leave Act of 1993, as amended.

**Section 3. Military Leave:** The Hospital will comply with all applicable state and federal statutes and regulations relating to the employment rights of employees serving in the armed forces of the United States.

**Section 4. Other Leaves of Absences:** The Hospital will offer other available leaves of absence to eligible employees in accordance with Hospital policies.

## **ARTICLE 32 CONTINUING EDUCATION LEAVE**

**Section 1. Continuing Education:** The Hospital strongly recommends participation in continuing education activities by the staff. Such activities are considered critical to the development of progressive nursing practice and thus, beneficial to the patient, department, institution, and the employee. Therefore, the responsibility and obligation for these activities is sometimes shared by the Hospital and the employee. Continuing education offerings assist the nurse in obtaining contact hours necessary for re-licensure, or for taking of State Board exams.

**Section 2: Paid Educational Leave to Complete In-Person Continuing Education Courses:** The Hospital, in its discretion, will approve an employee’s request for up to 16 hours of paid educational leave to attend in-person educational courses for nurses only if: (a) the nurse requests approval before the staffing schedule containing the date of the continuing education courses is posted, (b) there is adequate staff on the unit needed for patient care, and (c) the manager pre-approves the leave on an individual basis. Otherwise, requests for paid educational leave shall not be unreasonably denied and once approved not normally rescinded. Approval for paid educational leave to attend an educational course in-person may be granted if the educational course takes place either during or after the employee’s regularly scheduled hours; and will only be granted for those hours the employee actually spends attending the course. On this basis, full-time employees (.9 FTE and above position) shall be approved for up to 16 hours of paid educational leave each

fiscal year. Part-time employees shall be approved on a pro-rated number of hours based on the employee's FTE at the time of request. Educational leave shall be administered/tracked based upon the current fiscal year (July 1 to June 30).

**Section 3. Paid Educational Leave to Complete On-Line Continuing Education Courses:** In the alternative, the Hospital, in its discretion, will approve an employee's request for up to 16 hours of paid educational leave to successfully complete online or electronic CEU's, for nurses only if the courses have been pre-approved by the manager. The same terms and conditions for paid educational leave to complete in-person continuing education courses in Section 2 above also apply to paid educational leave to complete on-line CEUs. Online CEU's approved by the Kansas State Board of Nursing shall be considered automatically approved and will not require pre-approval unless attending the on-line CEU results in overtime; however, pre-approval will not be unreasonably denied.

**Section 4.** The total of the approved paid education leave for in-person continuing education courses and the approved paid education leave for on-line continuing education courses must never exceed 16 hours during a fiscal year for full-time employees, or a pro-rated amount for part-time employees.

**Section 5.** The up to 16 hours of paid educational leave to attend in-person and on-line continuing education courses outlined in this Article will be considered "hours worked" for purposes of calculating overtime.

### **ARTICLE 33 HEALTH BENEFITS**

Employees in the appropriate unit will continue to participate in the Hospital's Group Health Plans as established by the Hospital. In as much as the Hospital's Group Health Plans cover all employees, not just bargaining unit employees, the Hospital is permitted to make changes to the Plans and such changes (including any issues relating to the administration or application of such Plans) shall not be subject to the Grievance and Arbitration Procedure described in this Agreement.

If the changes to the Plans result in a material (more than nominal) net reduction in benefit coverage to covered employees, the Hospital will schedule a Labor/Management meeting in accordance with Article 3, Union/Management Cooperation of this Agreement to present and explain the proposed changes to the Hospital's Group Health Plans before the changes in benefits are approved and implemented by the Hospital. Because the Union member participants in this Labor/Management meeting will receive confidential, proprietary information of a highly sensitive nature, the Union member participants shall sign a Hospital-prepared confidentiality agreement precluding them and the Union (including its affiliates) from disclosing the proposed changes to the Plans and any shared benefit/plan information to anyone. Violation of this confidentiality agreement will result in termination of employment, subject to Article 47 Grievance Procedures. If the Union attends this meeting after signing the confidentiality agreement, the Union will have no more than fourteen (14) calendar days following this Labor/Management meeting to provide input to the proposed changes. The Hospital will give

consideration to the Union's input, if any is offered. Once considered, the Hospital may implement the changes to the Plans and communicate them to employees.

It is agreed the Hospital and the employee share the cost of benefits, and each will pay their respective portion of the employee's premium for health insurance as prescribed by the Hospital. The Union President will be given a copy of the employee health insurance summary, if requested.

#### **ARTICLE 34 RETIREMENT BENEFITS**

All unit employees currently participating in retirement program provided by the Kansas Public Retirement System (KPERS) will continue to participate in the KPERS Plan. All other unit employees shall participate in the University of Kansas Hospital Retirement Savings Plan (UKHRSP), provided they meet the eligibility requirements for the UKHRSP plan. In as much as the Hospital's Retirement Plans cover all employees, not just bargaining unit employees, the Hospital is permitted to make changes and any such changes in the Plans (including any issues relating to the administration or application of such Plans) are not subject to the Grievance and Arbitration Procedure described in this Agreement.

If the changes to the Plans result in a material (more than nominal) net reduction in benefits to covered employees, the Hospital will schedule a Labor/Management meeting in accordance with Article 3, Union/Management Cooperation of this Agreement to present and explain the proposed changes to the Hospital's Retirement Plans before the changes in benefits are approved and implemented by the Hospital. Because the Union member participants in this Labor/Management meeting will receive confidential, proprietary information of a highly sensitive nature, the Union member participants shall sign a Hospital-prepared confidentiality agreement precluding them and the Union (including its affiliates) from disclosing the proposed changes to the Plans and any shared benefit/plan information to anyone. Violation of this confidentiality agreement will result in termination of employment, subject to Article 47 Grievance Procedures. If the Union attends this meeting after signing the confidentiality agreement, the Union will have no more than fourteen (14) calendar days following this Labor/Management meeting to provide input to the proposed changes. The Hospital will give consideration to the Union's input, if any is offered. Once considered, the Hospital may implement the changes to the Plans and communicate them to employees.

#### **ARTICLE 35 TUITION REIMBURSEMENT BENEFIT**

**Section 1. Eligibility:** Employees having completed at least 1 year (365 days) of continuous employment with the Hospital who meet all other eligibility requirements for tuition benefits may apply for benefits for approved courses/programs in accordance with Hospital policy. The amount of tuition benefit an employee may be eligible to receive will be based on the employee's FTE status.

**Section 2. Application:** Employees must apply for the tuition benefit and provide the grade reports or certificates of completion, course payment receipts, and evidence of any other type of tuition assistance. The request for tuition benefit will be processed in accordance with program guidelines.

**Section 3. Budgetary Limitations:** Applications for a tuition benefit shall be subject to limitations set forth in the Hospital's Human Resources policy. Employees will be awarded the tuition benefit within budgetary limitations based on established criterion.

**Section 4. Work Commitment:** An employee who receives a tuition benefit for a qualifying course/program is required to work in a full-time or part-time (FTE of 0.5 and above) position with the health system for 12 consecutive months immediately following the end date of the course. If the employee drops below 0.5 FTE status, does not return from a leave of absence, or voluntarily or involuntarily separates from employment prior to fulfilling this work commitment, the employee is required to refund the prorated amount of the tuition benefit received back to the Hospital prior to departure. The refund to the Hospital is 1/12 of the award for every full or partial month the employee failed to complete the twelve-month commitment.

### **ARTICLE 36 HOLIDAY PAY AND BENEFIT AWARD**

**Section 1. Recognized Holidays:** The Hospital observes the following eight (8) holidays. The exact dates vary and are announced at the beginning of each calendar year.

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

**Section 2. Holiday Pay:** Employees who work one of the eight (8) observed holidays will receive Holiday Pay in the amount of one-and-a-half times (1.5x) their base hourly rate of pay for all hours worked on the holiday. For purposes of determining entitlement to Holiday Pay, the holiday shall be considered to run from 2300 hours on the day before the holiday and until 2300 hours on the day of the holiday for all holidays. Employees working 2.5 hours or more between 1500 and 2300 on December 24<sup>th</sup> and/or December 31<sup>st</sup> shall also receive Holiday Pay. The employee's shift must, however, end at or after 1800.

**Section 3. Holiday Benefit:** A Holiday Benefit of up to eight (8) hours of pay will be offered to eligible employees regardless of whether they work on the observed holiday. The amount of the Holiday Benefit will depend upon the employee's FTE status, as listed below:

<u>FTE Status</u>	<u>Hours of Holiday Benefit</u>
0.5	4.0

0.6	4.8
0.7	5.6
0.8	6.4
0.9	7.2
1.0	8.0

**Section 4. Holiday Scheduling:** Holiday scheduling shall be determined in accordance with Article 37, Scheduling Holiday Work. In cases where the employee is scheduled to work on a holiday, but the Hospital cancels the employee's shift, the employee's obligation to work on the holiday as described in Article 37 is considered satisfied.

**Section 5.** Nothing in this Agreement is intended to add Christmas Eve and New Year's Eve to the list of paid holidays referenced in Section 1 of this Article.

### **ARTICLE 37 SCHEDULING HOLIDAY WORK**

**Section 1. Holiday Work:** All bargaining unit employees are required to work a certain number of holidays each calendar year. The holidays employees are required to work may be different from the "paid holidays" discussed in Article 36 of this Agreement and are broken down into major winter holidays, major summer holidays, and minor holidays. They are as follows:

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

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

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

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

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

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



## **Section 2. Scheduling Holidays**

- a. Separate holiday schedules will be prepared for each nursing unit.

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

**Step 2:** The Hospital will populate the holiday schedule in each unit by starting with the first “preferred to work” holiday listed on the most senior bargaining unit employee’s preference list and then, will move down the seniority list (described in Article 46, Section 3A) until all shifts for the holiday have been filled. If an open shift remains on the holiday after the seniority list has been exhausted, the Hospital will look at the second, then third, etc. “preferred to work” holiday listed on the preference list starting with the most senior bargaining unit employee, and working down the seniority list. The Hospital will continue this process until all shifts on all holidays have been filled, except that, employees who worked the holiday the previous year will be given preference to be off the holiday in the current year, even if they have lower seniority, unless they listed the holiday among their top “preferred to work” holidays.

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

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

Weekend hours missed due to the provisions of this Article will not count towards the weekend hours off allowed in Article 45 of this Agreement.

**Section 4. Cancellation of holiday work:** Scheduled holiday work may be cancelled before the employee reports to work on the holiday or while the employee is at work on the holiday. Cancellations of either type will be made in accordance with Article 28 Temporary Census Change except that volunteers will be selected on the basis of seniority starting with the most senior employee listed on the seniority list described in Article 46, Section 3A. If an employee’s scheduled work on a major holiday is cancelled (either before or after the employee reports to work on the holiday), that employee is not eligible for the cancellation of another major holiday during the same season.

**ARTICLE 38  
PROFESSIONAL CERTIFICATION RECOGNITION AWARD**

**Section 1.** The Hospital recognizes that certain approved professional certifications, other than the required certifications/verifications addressed in Article 11 of this Agreement, enhance the employee's ability to carry out their job duties and responsibilities and leads to career growth. These are certifications that are not required by the employee's current job, but promote continued enhancement of the employee's competence and performance in their field of expertise.

**Section 2:** The Hospital will, in its discretion, pay a professional certification recognition award for an eligible initial certification and a separate certification award each year thereafter, as specified in Hospital's Human Resources policy provided the certification is maintained and the program criteria is met. The Hospital reserves the right to increase the amount of the professional certification recognition award to remain competitive in the market. The request for professional certification recognition award must be reviewed and approved by the department leadership and Vice President, and then approved by HR-Total Rewards to make certain all the program criteria for the award has been met.

**Section 3:** The employee shall be limited to two professional certification recognition award per calendar year.

**Section 4. Pay for Time Spent Taking a Certification Exam:** If an employee wishes to take a certification exam not required for his/her job, the employee is eligible for up to eight (8) hours of paid educational leave to take the examination. The paid educational leave will apply only to the taking of the certification exam, and will not be approved for any other purpose.

**ARTICLE 39  
PAID TIME OFF – (PTO)**

**Section 1. PTO Benefit Eligibility:** Only regular full-time and regular part-time (.5 FTE and above) employees are eligible for PTO benefits in accordance with Hospital policy. PTO benefits, if available, shall be used to compensate for hours not worked any time the employee has a scheduled or unscheduled absence from work, unless an unpaid absence known as UTO is permitted by the Hospital's Human Resources policies (ex., FMLA approved leave) or is allowed by this Agreement.

**Section 2. PTO Accrual Rates:** Employees eligible for PTO benefits earn PTO hours each pay period up to the maximum accumulation allowed according to the following schedule, unless the employee was hired on or before December 31, 2014 and is, therefore, covered by Appendix A:

<b>Years of Service</b>	<b>PTO Accrued Per Pay Period (based on 2080 hours yearly)</b>	<b>PTO Hours Earned Annually (Based on 2080 hours yearly)</b>	<b>Maximum PTO Bank</b>
Less than 1	5.23 hours	160 hours*	300 hours
1 but less than 5	6.15 hours	160 hours	300 hours
5 but less than 10	7.68 hours	199.68 hours	300 hours

10 but less than 15	8.63 hours	224.38 hours	300 hours
15 or more	9.11 hours	236.86 hours	300 hours

\*Hires will immediately accrue 24 hours of PTO (adjusted for their FTE status) at the time of hire.

A regular part-time employee who works 40 or more 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.

**Section 3. Requesting PTO:** Employees requesting PTO leave must adhere to the following:

- 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 calendar 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 46, 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.

PTO Request: (Start of PTO)

PTO Request Deadline

January 1 – April 30  
 May 1 – September 30  
 October 1 – December 31

October 1  
 February 1  
 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.

Records will be maintained documenting annual PTO requests and approval.

**Section 4. PTO At End of Employment:** 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.

**Section 5. Notification of Absence:**

- A. Failure to notify the nursing unit/department and the Resource Management Center (913-588-6550) in accordance with Article 24 Reporting Absences from Work will result in the employee being considered absent from work and PTO hours shall be used, if available, to compensate for the hours/shift(s) not worked.
- B. During major holiday periods, employees may be required to present medical certification in order to receive payment of accrued PTO leave.

**Section 6. PTO Buy Back Program:** The Hospital encourages employees to use their PTO for time away from work. For as long as the Hospital's policy permits, the Hospital will offer employees the opportunity to convert a certain number of hours in their PTO bank to a discounted cash payment.

**Section 7. PTO Donation Program:** Nothing in the Article shall preclude the Hospital, in its discretion, from establishing a PTO donation program.

**Section 8: Short Term Disability:** The Hospital will offer short-term and long-term disability benefits to eligible employees in accordance with Hospital policy.

**Section 9. Extended Illness Reserve:** Employees who had earned hours of sick leave at the time the Hospital transitioned to Paid Time Off benefits, will have their sick leave bank converted to an extended illness reserve (EIR) bank. The employee must use the EIR bank in accordance with Hospital policy.

**ARTICLE 40  
COMPENSATION**

**Section 1. Clinical Nurse II Wage Increase:**

- a. **Calendar Year 2023:** CNIIs will receive a minimum of 3.0% increase to their base hourly rate of pay effective the first full pay period following August 31, 2023. The Hospital may

exercise its right to establish and implement increases to the CNII's base hourly rate of pay under Section 4 of this Article at any time during calendar year 2023.

- b. Calendar Year 2024:** CNIIs will receive a minimum of 3.0% increase to their base hourly rate of pay effective the first pay period following August 31, 2024, The Hospital may exercise its right to establish and implement increases to the CNII's base hourly rate of pay under Section 4 of this Article at any time during calendar year 2024.
- c.** In all cases, the CNII's base hourly rate of pay must never exceed the maximum of the pay range. If a negotiated percentage increase to base hourly rate of pay causes the pay rate to exceed the maximum of the pay range, the employee will receive an increase to base hourly rate of pay in an amount that will bring the employee's wage rate to the maximum of the pay range, and the remainder will be paid in the form of a lump sum payment. The combination of the increase to the base hourly rate of pay and the lump sum payment must never exceed the amount of the negotiated increase for the year. Thereafter, or in cases where the maximum of the range has already been achieved, the employee will receive the equivalent of the negotiated increase to the base hourly rate of pay in the form of a lump sum payment.

**Section 2. Clinical Nurse I Wage Increase:** A CNI is eligible to be promoted to a CNII position starting at the minimum of the CNII wage range upon the completion of 24 months of RN work experience.

**Section 3. Clinical Nurse Entry RN/Clinical Nurse I Wage Increase:** CNEs/CNIs with less than 12 months of RN work experience will receive a 5% increase to their base hourly rate of pay upon completion of 12 months of RN work experience.

**Section 4. Hospital Initiated Wage Increases or Other Wage Payments:** The parties agree the Hospital, in its sole discretion, has the right to establish, implement, and/or increase the following: (a) base hourly rates of pay of covered positions, (b) a retention or signing bonus, (c) a performance bonus, (d) a differential payment, (e) a premium payment, (f) an educational/competency differential, (g) an incentive payment, and (h) a specialty payment or program for all employees or a portion of employee(s) employed in the bargaining unit at any time not related to wage increases listed in Article 40, Section 1 through 3, if any, or other wage payments not related to those listed in Article 40, Sections 5 through 10 so as to remain competitive in the marketplace. The Hospital will provide the Union advanced notice before implementing the pay change or pay program.

The parties recognize certain nursing units or departments require employees to possess specific job skills, experiences, credentials, competencies, and talents to effectively serve patients in these areas. The parties agree the Hospital may, in its discretion, compensate employees in these areas differently than other employees in the bargaining unit to account for these different job requirements and to remain competitive in the marketplace. Otherwise, the Hospital agrees not to hire Clinical Nurse II's in the bargaining unit at hourly rates greater than the highest hourly rate for incumbents with equal years of experience.

The Hospital-initiated wage increases or other wage payments allowed under this Section may be granted at any time, including during the negotiation of a renewal agreement and before tentative agreements have been approved by the Hospital Board in accordance with Article 51, Approval of the Board of the University of Kansas Hospital Authority, of this Agreement.

**Section 5. Out-of-Hospital Transport Differential:** 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.

**Section 6. Relief Charge Differential:** Nurses working as “relief charge nurse” will receive a minimum of \$2.25 per hour differential for those hours actually worked as a “relief charge nurse.”

**Section 7. Operating Room Differential:** RN’s working in the operating room (“OR”) will receive \$2.00 per hour more than their base hourly rate of pay. RN’s working in the CV OR will receive \$3.00 per hour more than their base hourly rate of pay.

**Section 8. Float Pool Differential:** Nurses working in the “float pool” will receive a minimum of \$3.00 per hour more than their base hourly rate of pay, plus any applicable shift differential for their assigned shift.

**Section 9. Primary Preceptor Differential:** Nurses working as “Primary Preceptor” will receive a minimum of \$2.00 per hour differential for those hours actually worked as a “Primary Preceptor.” The employee must complete the Hospital-required preceptor training to be eligible for the preceptor differential.

**Section 10. Perioperative & Procedural Services -"Restricted Call Pay:"** In order to provide enhanced patient care coverage in the Perioperative & Procedural Services (“PPS”) Division, the Hospital-established "Restricted Call" positions in the PPS which are considered a 1.0 FTE position. The Hospital shall determine, in its discretion, the number of such "Restricted Call" positions that are needed. CNI’s and CNII’s desiring such positions must have successfully completed the unit’s orientation in the PPS Department, must be available to be called into work in the PPS in accordance with departmental program guidelines, and comply with all other requirements established for the “Restricted Call” position. The hourly rate for “Restricted Call Pay” shall be the base hourly rate of pay for PPS’s first shift employees. Accordingly, employees in the “Restricted Call” positions are not eligible for payments discussed in Articles 43, Call In/Call Back, On Call, Article 45 Premium Pay Program, and Article 42 Shift Differential.

The Hospital reserves the right to expand this program to areas other than PPS, at its discretion.

**Section 11:** The parties agree the Hospital is obligated to make only the agreed-upon wage adjustments expressly provided for in Sections 1, 2 and 3 of this Article and that at the expiration (or other termination) of this Agreement the Hospital shall not, under any circumstances, be obligated to make any further or additional wage adjustments. Rather, any future wage increases post contract expiration are to be specifically negotiated by the parties and no practice or pattern of wage increases during the term of this Agreement shall apply to any post contact period. This does not preclude the Hospital from exercising its rights under Section 4 of this Article.

**ARTICLE 41  
OVERTIME**

**Section 1. Overtime Compensation:** Employees who work in excess of 40 hours in a work week will be paid at 1½ times their regular hourly rate of pay (including applicable differentials/premiums) for all hours worked in excess of 40 hours. Any hours paid but not worked shall not be counted when determining eligibility for overtime.

**Section 2.** Except in an emergency, employees will not be permitted to work more than sixteen hours in a twenty-four (24) hour period. 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.

**ARTICLE 42  
SHIFT DIFFERENTIAL**

**Section 1. Shift Differentials:** The following shift differentials will be paid for those hours actually worked during the applicable differential period, provided the employee works four (4) or more consecutive hours during the differential period. Evening and night premium pay was removed from the Agreement on February 1, 2017. Employees receiving evening and night premium pay immediately prior to February 1, 2017, was given the opportunity to elect to continue receiving the shift differentials listed in Appendix B or permanently switch to the shift differentials listed in this Article.

<b>Type of Shift Differential</b>	<b>Differential Period</b>	<b>Amount of Differential</b>
Evening RN	1500 – 2330	\$3.50
Evening LPN	1500 – 2330	\$2.25
Night RN	2300 – 0730	\$5.00
Night LPN	2300 – 0730	\$2.75
Weekend RN	1500 Friday – 0730 Monday	\$2.25
Weekend LPN	1500 Friday – 0730 Monday	\$1.50

The Hospital, in its sole discretion, reserves the right to increase one or more of these shift differentials so as to remain competitive in the marketplace. Such increases may be granted at any time including during the negotiation of and before the Hospital Board has approved the renewal Agreement.

**Section 2. Calculation of Overtime:** Shift differentials for hours worked during the differential period will be included in the calculation of the employee’s regular rate of pay when computing overtime compensation.

**ARTICLE 43**  
**CALL IN/CALL BACK; ON CALL**

**Section 1. “On-Call” Assignment:** The Hospital may schedule employees to be “On-Call” in addition to their scheduled shifts. Employees working in an “On-Call” status shall be paid \$3.00/hour for all hours spent while “On-Call.” Any employee in an “On-Call” status is required to restrict her/his whereabouts so the employee can be reached immediately by cellphone, text message, or similar arrangement and be available to immediately return to work when contacted.

Employees on an “On-Call” assignment who are called back to work, called in on a scheduled day off, or are held over after the completion of their shift, cannot physically/actually work more than a total of 16 hours in a twenty-four (24) hour period, unless the employee voluntarily agrees to work in excess of 16 hours. The 16 hours does not include the time the employee is “On-Call” waiting to be asked to return to work or time when they have been released from work.

**Section 2. Call Back Pay:** For purposes of meeting unforeseen staffing needs in their assigned patient care areas, employees who are scheduled and approved to be “On Call”:

- a. May be called back to work after having completed their shift;
- b. May be called in on a scheduled day off; or
- c. May be held over after the completion of their shift.

In such circumstances, employees shall be paid call back pay of one and one half (1 ½) times their base wage 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.

Employees will receive the call back pay for on-call work only until the employee works a total of forty (40) hours in a workweek. Once the employee has worked forty (40) hours in a workweek, the employee will receive overtime pay as set forth in Article 41, Overtime and will not be entitled to additional monies under this Article, because call back pay and overtime pay shall not be pyramided.

**Section 3. Minimum Call Back Pay:** 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.

**Section 4. Call List:** 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.

**Section 5. Exchange of On-Call Assignments:** Employees may exchange on-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.



**Section 6. Hospital-Initiated Increase:** The parties agree the Hospital, in its sole discretion, has the right to increase the “On-Call rate” in order to remain competitive in the marketplace. The Hospital will inform the Union of the change in rate prior to implementation.

**ARTICLE 44  
COMPENSATION FOR ATTENDANCE AT  
MANDATORY IN-SERVICE/MEETING**

Reasonable efforts will be made to schedule mandatory in-service or mandatory meetings during the employee’s scheduled shift. When this is not possible, the manager/designee will approve the employee to attend either in-person or virtually (ex., telephone conference, video conferencing) at a time when the employee is not normally scheduled to work. Employees who are approved to attend the mandatory in-service/meeting virtually or to come into the workplace early or stay later than their scheduled shift will be paid for the actual time spent attending the mandatory in-service/meeting. Employees who are instructed to come into the workplace for the mandatory meeting at a time when the employee is not normally scheduled to work shall receive a minimum of two (2) hours of pay at their base rate of pay for attending such mandatory meeting or the pay for hours actually spent in such mandatory meeting, whichever is greater.

Any employee’s time spent in these in-services/ mandatory meetings will be considered as hours worked and will be paid in accordance with the Fair Labor Standards Act and Hospital Overtime Policy. Employees approved to attend the mandatory in-service/meeting either in the workplace or virtually will not be eligible for any Call-In/Call Back; On Call discussed in Article 43 of this Agreement.

**ARTICLE 45  
PREMIUM PAY PROGRAM**

**Section 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:

<u>RN’S</u>	<u>Effective First Full Pay Period Following Hospital Board Approval of MOA</u>
Weekend Days	\$ 9.50
Weekend Evenings	\$11.50
Weekend Nights	\$12.75

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

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

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

- a. Employees working 20 hours each weekend will be granted 48 weekend hours off during each 6-month commitment.
- b. Employees working 24 hours each weekend will be granted 60 weekend hours off during each 6-month commitment.
- c. Employees working 36 hours each weekend will be granted 84 weekend hours off during each 6-month commitment.

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

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

- a. **Removal for Failure to Meet Attendance Requirements:** Employees in the Premium Pay Weekend Program failing to work the approved number of hours (20, 24 or 36 hours every weekend) will be removed from such Premium Pay Weekend Program when their time off (PTO, trades and/or call-in(s)) exceeds the granted weekend hours off in accordance with their signed commitment as set forth in Section 1.(a), (b) or (c) of this Article 45. FMLA, Funeral Leave, Jury Duty, and Holidays (where the employee has been granted such Holiday off) will not be counted against an employee's granted amount of weekend hours off. Attendance will be tracked on a 12-month rolling calendar from the start of participation in the program. Once such employee has exceeded such weekend hours off, appropriate counseling will be as follows:

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

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

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

- b. **Removal Due to Disciplinary Action:** An employee may be removed from the Premium Pay Program following the issuance of disciplinary action as discussed in Article 17 Section 2 of this Agreement.
- c. **Voluntary Removal:** Employees wishing to be removed from the Premium Pay Program must submit a written request before the self-scheduling sign up date.

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

## **ARTICLE 46 SENIORITY**

**Section 1. Definition:** For purposes of this Article, seniority is defined as follows:

- A. **Bargaining Unit Seniority** shall mean the length of time a bargaining unit employee has been continuously employed in a job classification set forth in Article 1 of this Agreement.
- B. **Hospital Seniority** shall mean the bargaining unit employee's length of service with the Hospital (and predecessor KUMC unless there has been a break in service of one year or more).
- C. **Nursing Unit Seniority** shall mean the bargaining unit employee's length of service in the employee's currently assigned nursing unit.

### **Section 2. Accrual/Loss of Seniority**

- A. Seniority as defined in Section 1 above shall commence upon the date of the Employee's most recent period of employment with the Hospital.
- B. An Employee shall, for the purpose of calculating Seniority, be considered continuously employed in the following circumstances:
  - (1) during military leave as determined by state and federal statutes or regulations;
  - (2) during time that the employee is absent from work, but is in pay status including PTO or other approved leave of absence.
- C. An Employee's bargaining unit and nursing unit seniority shall be lost due to:
  - (1) Resignation, quit or retirement; (the employee may have bargaining unit and nursing unit seniority reinstated if he/she returns to a bargaining unit position within thirty (30) days)

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- (2) termination from employment for cause;
- (3) transfer to a job outside of the bargaining unit;
- (4) employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's Hospital Seniority whichever is the lesser;
- (5) failure to respond to a recall from layoff within seven calendar (7) days following delivery of a certified letter from Employer to the Employee's last known address, advising him/her of recall, unless Human Resources is notified otherwise and the Hospital determines, in its discretion, extenuating circumstances exist;
- (6) failure to return at the conclusion of an approved Leave of Absence;
- (7) presumed resignation based upon job abandonment;
- (8) barring extenuating circumstances as determined by the Hospital, absence for two (2) consecutive scheduled workdays without notifying the Hospital during the absence;
- (9) employee has entered into a settlement agreement recognizing that he/she is permanently and totally disabled from employment;
- (10) employee accepts employment elsewhere while on leave of absence; or
- (11) the Hospital is sold or its operations are otherwise transferred or permanently discontinued.

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

- D. Employees who are laid off shall not accrue seniority during the period of layoff, however, upon recall their bargaining unit seniority shall be adjusted to reflect seniority during the period of layoff, with a maximum accrual of one (1) year.
- E. Employees who transfer to positions within the Hospital outside of the bargaining unit shall continue to accrue bargaining unit seniority for a period of one (1) year, provided such employee returns to a position within the bargaining unit within such one (1) year period. After the one (1) year period, such employee will forfeit all bargaining unit seniority.
- F. Employees who transfer to a position within the Hospital outside of the bargaining unit shall continue to accrue Nursing Unit Seniority for a period of 6 months, provided such employee returns to a position within the bargaining unit within such 6-month period. After 6 months, the employee will forfeit all Nursing Unit Seniority.

### **Section 3. Seniority List**

- A. The Employer shall prepare a seniority list and post it in the nursing unit, showing employees' seniority on March 1 and September 1 of each year. The Employer shall send a copy to the Union President or designee within five (5) days after the list has been prepared.
- B. When determining the employee's place on the posted seniority list discussed in Section 3A above, the Hospital shall use Bargaining Unit Seniority. When two (2) or more nurses have the same Bargaining Unit Seniority, their place on the seniority list shall be determined by Hospital Seniority. Should a tie still exist, the employee's place on the seniority list shall be determined by Nursing Unit Seniority. When two or more employees have the same Nursing Unit Seniority, the tie will be broken with the flip of a coin if between two employees, or the largest combined value of the last four digits of the employee's social security number, if more than two employees.
- C. The Union and/or an employee shall have thirty (30) calendar days from the date of posting to notify the Director of Labor Relations or his/her designee of any disagreements over the seniority list. The Director of Labor Relations shall have five (5) working days to schedule a meeting with the employee to verify data used to calculate their seniority. If any error is identified as a result of this review, the record shall be corrected as soon as possible and communicated to the Union President within five (5) days. Any dispute relative to seniority issues shall be subject to the grievance procedure contained within this Agreement.

### **Section 4. Application of Seniority:** Seniority will apply only as specifically provided for below:

- A. The Seniority List discussed in Section 3(A) of this Article shall be used to determine: (1) scheduling of PTO; (2) selection for shift preference where the skills, abilities, competencies, and work experience of the employees is equal; and (3) holiday schedules, but only as described in Article 37 Scheduling Holiday Work.
- B. Seniority shall be a factor although not the sole factor when determining: (1) lateral transfer, (2) promotion within the bargaining unit, and (3) layoff and recall as herein provided.
- C. Hospital seniority as defined in Section 1(B) shall be the basis for the computation and determination of benefits where length of service is a factor.

## **ARTICLE 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.

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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 or on the KUNA website at [kuna.ks.aft.org](http://kuna.ks.aft.org).

(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](mailto: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](mailto:kunanurses@gmail.com). This Section does not preclude the Employer from filing a prohibited practice charge with the Public Employer Employee Relations Board on issues over which the Board has jurisdiction.

**ARTICLE 48  
NO INTERFERENCE/NO LOCK OUT**

**Section 1.** The Union and the Hospital agree to cooperate to attain and maintain full efficiency and safe, quality patient care.

**Section 2. No Interference:** The Union and its officials, its employees, its members and (its affiliates), and all bargaining unit employees shall not cause, support, encourage, take part in or condone any action against, nor take part in a strike against the Hospital during the term of this Agreement or any extension thereof and will fully comply with the Public Employer-Employee Relations Act (PEERA), [K.S.A. 75-4321 et. seq.](#) which prohibits strikes. “Any action” includes, by way of illustration, to a sit-down, sit-in, slow-down, sick-in, cessation or stoppage of work, consistent pattern of quiet quitting, work-to-rule activity, boycott of a primary or secondary nature; picketing including informational picketing; street theater; bannering; or other interference with or interruption of work at any of the Hospital’s operations or facilities on matters related to or arising out of the terms of this Agreement or the bargaining unit employees’ working conditions.

**Section 3. No Lock-Out Guarantee:** The Hospital shall not conduct a lock-out of employees during the term of this Agreement.

**ARTICLE 49  
SALE-CHANGE OF OWNERSHIP/CHANGE IN OPERATIONS**

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

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

**ARTICLE 50  
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 51  
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 52 COMPENSATION: MEET & CONFER SESSIONS**

The Hospital will not compensate bargaining unit employees who participate in any “meet and confer” session before, during, or after their scheduled shift. Bargaining unit employees will comply with all Hospital policies and departmental/unit procedures when requesting and taking time off from work to participate in scheduled “meet and confer” sessions with the exception the Hospital will agree to allow up to four (4) designated employee members of the KUNA bargaining team to take time off without pay (UTO) to attend scheduled meet and confer sessions, even if those team members have accrued and unused PTO. This does not preclude bargaining unit employees from trading shifts in accordance with established department/unit guidelines to avoid having to request time off from work to attend a negotiating session.

The Hospital and the Union agree to “meet and confer” at least twice per calendar week for a minimum of eight hours each “meet and confer” session until a renewal agreement is reached beginning no later than 60 days prior to the expiration of this Agreement. This minimum meeting requirement may be suspended temporarily during periods of emergencies (ex., natural disasters, pandemics, terrorist attacks, civil unrest), or when the parties mutually agree to meet fewer hours during the week because of planned vacations, illnesses, or Hospital operational needs. This minimum meeting requirement does not preclude the parties from meeting more frequently or earlier than 60 days prior to the expiration of this Agreement.

## **ARTICLE 53 SOLE AGREEMENT**

**Section 1.** This Memorandum of Agreement constitutes the sole and entire agreement between the parties and supersedes all prior agreements, oral and written, and expresses all obligations of, or restrictions imposed on the respective parties during its term. This Agreement does not preclude the recognition of past practice. This Agreement can, however, be changed during its term, but only by written amendment mutually agreed upon and executed by the parties.

**Section 2. Reservation of Rights:** All matters not delegated, relinquished or limited by this Agreement and all rights not expressly contracted away by a specific provision in this Agreement and amendments thereto are expressly retained by the Hospital. The failure of the Hospital to exercise any function, power, or right reserved or retained by it, shall not be deemed to be a waiver of the Hospital’s right to exercise its powers, functions or authorities at a future date, or to preclude the Hospital from exercising them, so long as they do not conflict with any express provisions in this Agreement.

**ARTICLE 54  
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, 2025.

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 and proceed thereafter in accordance with Article 52 Compensation: Meet and Confer Sessions. The Union will also seek ratification of the renewal Agreement within 30 days of reaching a Tentative Agreement on all Articles.

In the event this Agreement is opened for bargaining pursuant to this Article, the parties agree that all terms contained herein will remain in effect until a renewal Agreement/Implemented Terms is approved by the Hospital Authority Board required in Article 51, Approval of the Board of the University of Kansas Hospital Authority. This does not preclude the parties from determining they have reached an impasse during the course of their “meet and confer” sessions and exercise the impasse procedures allowed under state law.

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

**THE UNIVERSITY OF KANSAS  
HOSPITAL AUTHORITY**

**KANSAS UNIVERSITY NURSES’  
ASSOCIATION**

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**Date:** \_\_\_\_\_

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**APPENDIX A  
PAID TIME OFF ACCUMULATION RATES**

Full-time and part-time\* regular employees covered by this Agreement, excluding employees less than 0.5 FTE status, and who started work on or before December 31, 2014 are grandfathered under the following PTO accumulation rates changed on December 26, 2022 to reflect the following:

<b>Years of Service</b>	<b>Annual Rate Per Pay Period</b>	<b>Maximum Annual PTO Hours</b>
6-10	7.68	300
11-15	8.63	300
>15	9.85	300

\*Part-time employees accrue PTO on a prorated basis.

An employee's grandfathered status for PTO accumulation will automatically be lost in the event of a separation of employment or change to a non-benefit eligible position. Employees starting work or transferring to a benefits eligible position on or after January 1, 2015 will accrue PTO in accordance with the schedule described in paragraph 1 of Article 39, Paid Time Off (PTO).

**APPENDIX B  
SHIFT DIFFERENTIAL**

1. **Evening Premium Program:** Registered Nurses receiving premium pay before February 1, 2017 will receive an Evening Shift Differential of \$4.55 per hour in lieu of evening premium.
2. **Night Premium Program:** Registered Nurses receiving premium pay before February 1, 2017 will receive a Night shift Differential of \$4.55 per hour in lieu of evening premium.

Registered Nurses who were eligible for the grandfathered shift differentials under Appendix B and who opted out of these differentials in February 2022, are no longer eligible for the grandfathered differentials. Instead, they will receive the Shift Differentials listed in Article 42 of this Agreement.