

MEMORANDUM OF AGREEMENT

Between

THE UNIVERSITY OF KANSAS

And

**GTAC/THE AMERICAN FEDERATION OF TEACHERS –
KANSAS**

(Representing the Graduate Teaching Assistants Coalition
at the University of Kansas, Lawrence)

Academic Years

2021-2022, 2022-2023

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ARTICLE 1: Preamble

Section 1: Parties

This agreement is entered into by and between the University of Kansas and the Board of Regents of the State of Kansas, hereinafter collectively referred to as "the employer" or "the University," and the Graduate Teaching Assistants Coalition (GTAC), Local 6403, American Federation of Teachers-Kansas, hereinafter referred to as "GTAC" or "the employee organization."

Section 2: Recital

It is the intent and purpose of this agreement to promote a harmonious and cooperative relationship between the employer and the employees in the appropriate certified employee unit within the framework provided by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq. ("PEERA").

ARTICLE 2: Recognition

Section 1:

For the purpose of resolving grievances and meeting and conferring about conditions of employment, as defined within the Kansas Public Employer-Employee Relations Act, K.S.A. § 75 – 4322(t), the employer recognizes AFT-Kansas as the exclusive representative for the unit found appropriate and certified on April 27, 1995, by the Public Employee Relations Board ("PERB") in case number 75-UC-1-1992.

Section 2:

As certified by PERB, the unit consists of all graduate teaching assistants employed by the University of Kansas, except those excluded as provided in the following section (unit members shall hereinafter be referred to as "GTAs" or "employees").

Section 3:

Positions excluded from the unit shall be any GTAs who are employed in managerial, supervisory or confidential positions, and all positions other than that of graduate teaching assistant.

Section 4:

Should the University determine that any person employed as a GTA should be excluded from the unit, the University shall provide AFT-Kansas with the name, position, and duties of the position which would indicate it should be excluded. If AFT-Kansas agrees with the University in its assessment, AFT-Kansas and the University shall submit a joint petition for unit amendment to PERB requesting the amendment. If AFT-Kansas and the University disagree on the exclusion, the

University may petition PERB for a unit clarification order, and no change in unit status of any employee shall occur until such an order is issued by PERB.

ARTICLE 3: Non-Discrimination

The employer acknowledges and understands that PEERA prohibits the employer from discriminating or retaliating against any employee for exercising the rights granted to the employee by PEERA.

The University of Kansas prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information in the university's programs and activities. Retaliation is also prohibited by university policy.

The following persons have been designated to handle inquiries regarding the non-discrimination policies and are the Title IX coordinators for their respective campuses:

Executive Director of the Office of Institutional Opportunity and Access, IOA@ku.edu, 1000 Sunnyside Avenue, Room 1082, Lawrence, KS, 66045, (785)864-6414, 711 TTY (for the Lawrence, Edwards, Parsons, Yoder and Topeka campuses); Director, Equal Opportunity Office, Mail Stop 7004, 4330 Shawnee Mission Parkway, Fairway, KS 66205, 913-588-8011, 711 TTY (for the Wichita, Salina, and Kansas City, Kansas, medical center campuses).

More information about the non-discrimination policy of KU can be found at:

<http://policy.ku.edu/ioa/nondiscrimination>

Information found at this link is non-binding.

It is agreed by the employee organization and the employer that, as governed by all pertinent Federal and State law, University policies, and directives, there will be equal opportunity to applicants for employment in the appropriate unit to secure and hold employment in any field or work for which they are properly qualified, without discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression, and genetic information.

ARTICLE 4: Union Rights

Section 1: Employee Rights

GTAs shall have the right to join and participate in the employee organization. In accordance with state law, GTAs also shall have the right to refuse to join or participate in activities of the employee organization.

Section 2: Dues Deduction

The employer agrees to deduct from regular payroll warrants of each GTA who has submitted a written authorization-assignment, the appropriate AFT-Kansas membership dues in accordance with procedures established by the University and the Division of Accounts and Reports.

Section 3: AFT-Kansas Representatives

Representatives of AFT-Kansas will be permitted to come on the employer's premises for the purposes of investigating and discussing grievances or alleged violations of this agreement with the appropriate AFT-Kansas officer, employer representative, and/or affected employee(s), only after first notifying the director of Human Resource Management or the director's designee(s). Representatives of AFT-Kansas will not meet with an employee during the employee's assigned work times (including that employee's class periods and scheduled office hours) and will not meet with an employee in an area in which the meeting is likely to cause disruption of the assigned work of that or any other employee.

Section 4: Authorized Personnel

AFT-Kansas shall provide the employer with a current list of its representatives accredited by AFT-Kansas. The employer shall provide AFT-Kansas with a current list, including work telephone number, of the director of Human Resource Management and the director's designee(s).

Section 5: Campus Communication

The employee organization shall have the right to post union-related materials on bulletin boards and other areas in accordance with University Policy relating to Posting of Materials and Sidewalk Chalking:

<https://policy.ku.edu/provost/posting-of-materials-and-sidewalk-chalking>

The employee organization is responsible for timely removal of all union-sponsored materials posted by the employee organization. The employee organization will provide copies of all materials to be posted on bulletin boards to Human Resource Management.

Section 6: Notification of Representation

The appointment letter from Human Resources Management provided to each appointee shall state, "The Graduate Teaching Assistants Coalition (GTAC), AFT Local 6403 has been certified by the State of Kansas through the Public Employee Relations Board (PERB) as the exclusive union representative of Graduate Teaching Assistants at the University of Kansas for the purpose of meeting and conferring to negotiate conditions of employment and to resolve grievances and disputes relating to conditions of employment, as provided in K.S.A. 75-4321, et seq. GTAC may be contacted by calling 785-235-0262, by email at gtaunion@gmail.com, or online:

- Website:** www.gtaunion.org
- Facebook Page:** www.facebook.com/gtacKU
- Facebook Group:** www.facebook.com/groups/gtacunion
- GTAC Slack:** Contact gtaunion@gmail.com for access
- Twitter:** www.twitter.com/gtac_union

Section 6a: Teaching Conference and Campus Mailboxes

The University agrees to allow the employee organization to set-up an informational table in the public area adjoining the registration area for the teaching conference for new GTA orientation conducted by the Center for Teaching Excellence at the beginning of each semester, as well as thirty (30) minutes of programming time during the new GTA Orientation for the purposes of discussing GTA's rights and responsibilities as KU employees. These 30 minutes will allow for a joint, brief presentation by representatives of Human Resources, IOA and GTAC, with time evenly divided amongst presenters, with each being permitted to present materials of their choosing, except as prohibited by this section. A portion of the time shall be used to inform bargaining unit employees of the collective meet and confer relationship between the University and GTAC and to discuss in general terms the coverage and application of the MOA to the conditions of employment of bargaining unit employees. During this time, GTAC may not solicit dues paying membership within the employee organization. GTAC shall be permitted to direct workers to web or social media sites, provide such other contact information to enable bargaining unit members to initiate contact with the employee organization. GTAC shall also be permitted to announce the time, date and location of an AFT-Kansas informational meeting.

Campus mailboxes are maintained for official University business. The employee organization will provide the Associate Director of Human Resource Management / Director of Employee Relations (or designee) copies of all materials to be placed directly into departmental mailboxes. No such materials will reflect unfavorably on the University or any individual employees.

Section 6b: Access to Contract

The University agrees to annually and upon ratification of a revised Memorandum of Agreement (MOA), notify all faculty and graduate teaching assistants of the location of the MOA on the home page of Human Resource Management at

<https://humanresources.ku.edu/document/gta-moa>

If the University changes the location of the MOA, an email notification shall be sent to all faculty, AFT-Kansas, and graduate teaching assistants with instructions to the new location.

Section 7: Union Use of Facilities

The University shall make University facilities available to the employee organization in accordance with procedures contained in Guidelines for University Events and Registered Organizations as amended from time to time by the University Events Committee. The guidelines are available to the employee organization on the Student Involvement and Leadership Center website. The employee organization agrees to comply with said Guidelines in its use of University facilities and in turn, will have all rights and privileges conferred to student groups but is not required to register or operate as a student group. If the Student Involvement and Leadership Center changes the location of the guidelines, an email notification shall be sent to the employee organization with instructions to the new location.

The University shall assign on-campus space-for use as meeting space by the employee organization at no charge to the employee organization for a period of four (4) hours twice weekly during scheduled class times for the purpose of meeting with workers regarding effective maintenance of this agreement, at times mutually agreeable to the University and to the employee organization. The employee organization shall schedule such needed meeting space and times through the Office of Event Management and Protocol.

ARTICLE 4A: University Rights

The University and the Board of Regents retain and reserve all rights, powers, authority and responsibility vested in them, whether exercised or not, to manage the University. This agreement shall not limit, restrict or modify the right to manage, and all rights inherent therein, except as expressly modified by the terms of this agreement. The right to manage shall include but not be limited to the right to:

- a. manage and direct the work of University employees;
- b. hire, promote, demote, transfer, assign and retain employees in positions within the University;

- c. discipline, suspend, or discharge employees for proper cause;
- d. maintain the efficiency of governmental operations;
- e. relieve employees from duties or lay off employees because of lack of work, lack of funds or for other legitimate reasons;
- f. determine the methods, means and personnel by which operations are to be carried out and determine the size and composition of the work force;
- g. determine the mission and goals of the University and the method and means necessary to fulfill the mission and goals, including the right to alter, curtail, or discontinue any goal, service, or program;
- h. establish reasonable work rules;
- i. plan, govern, and control the University as permitted by law;
- j. determine the financial policies and procedures of the University;
- k. determine the control and use of University buildings, property, material and equipment;
- l. determine degree programs and requirements, course offerings and schedules, standards and procedures for admission to programs, and all other academic standards, policies and procedures;
- m. operate the University in accordance with all applicable federal and state laws;
- n. take all other actions as the University and the Board of Regents deem necessary to carry out the mission of the University.

The foregoing enumeration of the management rights of the University shall not be determined to exclude other rights granted by state or federal law or by the constitutions of Kansas or the United States. Further, this agreement is not intended to supersede any subject controlled by state or federal law, or to deny employees of the University of any rights afforded to them by statute except as expressly waived by the terms of this agreement.

ARTICLE 5: Appointments

Section 1: Offer of Financial Support for Graduate Programs

After admittance to a graduate program, the department or school may provide a written offer of financial support for the student's academic program that may include information about an appointment, initial class instruction assignment, faculty supervisor, mentor, and/or other information relative to the department's commitment to the level and duration of a student's support. The department or school will adhere to those statements of financial support, pursuant to [Section 2](#) of this article.

Nothing herein prohibits a department or school from offering multi-year financial support with the appropriate approvals and in compliance with conditions specified by this agreement or other applicable policies, for example other non-GTA student employment, fellowships, etc. The department or school will adhere to the statement of financial support pursuant to [Section 2](#) of this

article. If such is not the case, the GTA may invoke the grievance process as specified in [Article 15](#) of this agreement if the concerns relate to a GTA appointment.

Section 2: Term of Appointments.

GTA appointments shall be for a specified period, up to or less than one academic year (not including summer courses), as determined by the department offering the appointment and as stated in the offer letter from Human Resource Management, herein referred to as “offer letter”.

When making appointment decisions, departments will adhere to any written provisions for financial support communicated to the student by the department at the time the student was admitted for graduate study, provided that the individual has performed satisfactorily for any previous GTA appointments, has met all requirements for holding a GTA appointment, and, as determined by the department, it remains in the department's best interests to appoint the individual.

Section 2a. Type & Lengths of Appointment

While appointments are normally for a semester or academic year as defined herein, some appointments may also include responsibilities for instruction of non-standard dated courses, which are also known as “short courses”.

Fall semester appointments begin on August 18th and Spring semester appointments begin on January 1st. Short courses may occur within the Fall and/or Spring semester or between the end of the Fall semester and the beginning of the Spring semester. Consecutive short course appointments within an academic semester will be considered a semester appointment and treated accordingly, as described in [Section 10](#) of this Article and within [Article 6](#) of this memorandum of agreement. In the event of dispute of appointment type, the appointment dates listed in the offer letter shall prevail.

Section 2b. Appointment Dates

Individuals who are being appointed as GTAs, regardless of whether the appointment is for an academic year or a shorter period, shall begin work on the effective date of the appointment, unless notified by the GTA's department of earlier required assignments. However, such assignments must be reasonable in relation to the effective date of the appointment. Work requirements for each semester (not including summer session) shall end on the deadline date for turning in course grades. Student work, including assignments and exams, will be returned to the department within thirty (30) days of the deadline.

Section 3: Compensation & Appointment Percentage

GTAs will be compensated at the rate identified for all courses taught based upon FTE and appointment start and end dates as specified in the offer letter. Academic year compensation (not

including summer session) will be made pursuant to provisions of [Article 6](#). Notwithstanding the foregoing, nothing herein prohibits a department or school from providing additional compensation, as determined by the department or school and based on available funding, for short courses.

GTA appointments are considered salaried instructional positions. As such, compensation is based on performance of job duties rather than hours worked. Meeting the responsibilities and required conditions of employment is compensated as part of the GTA's required job. Additional compensation will not be provided for related duties that are part of the job responsibilities and may occur before or after the start or end date of the appointment, e.g. attending New GTA Orientation or conducting reasonable normal course preparation activities.

Appointments shall not normally exceed 50% or .50 FTE, with the expectation that the assigned duties of the appointment will average no more than 20 hours per week during a semester, including but not limited to in-class and office hours. For appointments at levels other than 50% or .50 FTE, the number of hours per week will be proportional to the percentage of appointment. Any combination of GTA appointments with a total FTE above 50% or .50 FTE must be approved and/or monitored by the Office of Graduate Studies or the Dean's Office of the College of Liberal Arts and Sciences as appropriate. Appointments above 50% will be approved on a semester-by-semester basis. Appointment FTE for International GTAs will be limited pursuant to applicable federal law.

Section 4: Conditions for Holding GTA Appointments

No person shall hold an appointment as a GTA unless all the conditions of employment specified herein are met:

- a. During the term of appointment, the worker is admitted to and enrolled in a graduate degree program offered by the University of Kansas.
- b. During the term of appointment, the worker is enrolled in no fewer than six (6) graduate credit hours per semester or other credit hours as required for the degree and as approved by the Office of Graduate Studies or by the Dean's Office of the College of Liberal Arts and Sciences as appropriate.

1. Enrollment & Medical Leave: However, should the worker be unable to enroll in six (6) graduate or other approved hours for reasons of medical condition or other hardship, that worker may, with supporting documentation and the approval of the department of employment (and department of study in cases in which the two are different), petition the Office of Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate that this requirement be waived. Final approval rests with the Office of Graduate Studies or the Dean's Office of the College of Liberal Arts and Sciences as appropriate.

II. Enrollment & Post Comps: Upon successful completion of the doctoral comprehensive examination, all other Graduate Studies and departmental requirements for candidacy to the doctoral degree, and upon completion of eighteen post-comprehensive credit hours, the worker may enroll in one or more dissertation, thesis, or equivalent credit hours as approved by the Office of Graduate Studies to qualify for a Graduate Teaching Assistant appointment.

III. Short Course Appointments: During the term of appointment for short courses between the Fall and Spring semesters, including summer sessions, the worker must be active in a graduate degree program and must have been enrolled in at least one hour during the Fall semester or Spring semester.

IV. Pedagogy Courses: During the entire period of employment within the unit, if a worker is required to enroll in an orientation, training, and/or pedagogy course (hereafter referred to as "pedagogy course") for credit in order to hold an appointment the University shall pay all tuition and campus fees regardless of the overall FTE of the worker.

- c. During the term of appointment, the worker is in good academic standing and making satisfactory progress toward a graduate degree, as determined by the department in which the GTA is enrolled and by the Dean's Office of the professional school or the College of Liberal Arts and Sciences, as appropriate.
- d. The worker has satisfied any and all English proficiency criteria established by the Regents and/or the University.
- e. During the term of the appointment, the worker's assigned duties consist primarily of direct involvement in classroom or laboratory instruction.
- f. Any worker who has not previously served as a GTA at the University of Kansas or any returning GTA who has been identified as needing to attend GTA orientation must satisfactorily complete all components of orientation and training as specified in [Section 8](#) of this article within timeframes established by the University.
- g. The worker must successfully pass a background check as established by the University.

Departments may establish more stringent conditions for appointments, but the above shall be the minimum mandatory conditions for holding a GTA appointment. If the University or a department establishes more stringent employment conditions, these conditions shall not be the cause of termination for employees whose current appointment began under previous conditions.

If, during the term of the appointment, a GTA fails to meet any of the above employment conditions, the appointment may be terminated immediately or not renewed. Such terminations or non-renewals are not grievable; however, they shall be subject to a factual review by the University, and if the alleged failure is found to be in error, the GTA shall retain the appointment. The worker shall seek such factual review from Human Resource Management, Director of Employee Relations, within 5 days after receiving notice of termination and may be represented by a GTAC representative as part

of that factual review. Notices of termination shall advise the terminated worker of their right to seek a factual review of the termination decision in accordance with this Section and shall further advise the worker of their right to seek representation of GTAC during such factual review providing the worker with GTAC's contact information. Thirty (30) days after the commencement of the fall and spring semesters K.U. will provide GTAC with anonymized data regarding the number of terminations made pursuant to this section.

Section 5: Appointment Process

Upon appointment to a specific position after processing is completed, each GTA will receive an appointment letter from Human Resource Management which includes the following information:

- a. date of letter,
- b. appointment title/code,
- c. appointing department,
- d. appointment percentage/FTE,
- e. appointment effective start and end dates,
- f. reference to Human Resource Management URL for health insurance information,
- g. reference to compliance with conditions of employment pursuant to this agreement,
- h. biweekly gross salary rate, and
- i. the statement referencing GTAC/AFT representation and this agreement, including the GTAC URL, as outlined in Article 4 of this contract.

The appointee will be required to acknowledge acceptance of terms in the appointment letter by electronic signature, along with all other necessary electronic and paper hiring documents before the effective date of the appointment. Offer letters will be sent within a reasonable timeframe relative to the effective date of the appointments.

Section 6: Limit on Number of Appointments

The employer and the union agree that the positions in this bargaining unit are designed to provide employment in teaching to individuals seeking advanced degrees at the University of Kansas. As such, these positions are not intended to be career employment, and are therefore subject to limitations on their number of years' duration. The parties agree that limitations on the duration of GTA appointments is a management right unilaterally established by the University administration.

The University acknowledges that graduate students begin advanced degree programs possessing varying levels of undergraduate or graduate degrees. The Office of Graduate Studies will establish time limitations on GTA appointments and articulate those limitations in the University's policy library:

<http://policy.ku.edu/graduate-studies/appointment-limit-GTA>

Any department chair may seek a waiver of University-established limitations by submitting a written petition, with endorsement by the Dean's office of the appropriate professional school or the College of Liberal Arts and Sciences, to the Dean of Graduate Studies. Petitions must include an explanation of the circumstances under which the waiver is being requested. Appointment on a semester-by-semester basis as a lecturer, if eligible, may also be offered in these circumstances.

Section 7: Performance of Duties as Instructed

GTAs shall perform duties in accordance with the instructions of supervisors, departments, and/or schools and in adherence to University and Board of Regents policies. General instructions shall be reduced to writing and provided to the GTA at least five (5) week days in advance of the first meeting of the assigned class, or given orally, then reduced to writing, and provided to the GTA within a reasonable time thereafter. When required, GTAs shall adhere to departmentally approved course outlines or syllabi, shall use the approved texts and other instructional materials, shall meet with supervisors upon request, shall maintain office hours, and shall administer tests or other graded activities in accordance with instructions of the GTA's supervisor, department or school.

GTAs shall hold classes at the assigned times and places. GTAs shall grade class materials and submit grades in accordance with department and University policies and instructions. All absences from assigned classes must be submitted in advance for approval by the department (other than for illness or emergency situations, in which case the GTA must provide a written explanation to the supervisor) and arrangements must be made for the class to be covered in accordance with the departmental policies.

The University agrees to provide AFT-Kansas with a copy of new policies and with changes to existing policies that are promulgated by the Office of the Provost and Executive Vice Chancellor regarding GTA benefits as described in [Article 7](#), eligibility for GTA appointments, and hours and wages prior to the implementation of the policy or change. For State and Board of Regents new policies or changes regarding GTA benefits as described in [Article 7](#), eligibility for GTA appointments, and hours and wages, notice will be provided within fourteen (14) calendar days of the University implementation, whenever possible.

Section 8: Orientation & Training

New GTAs shall be required to attend all orientation and training sessions designated as mandatory by either the University or by the school or department in which the GTA is appointed. New GTA Orientation must be completed during the GTA's first semester of teaching or at the time designated by the Office of Graduate Studies. Attendance at such sessions shall be part of the GTA's assigned duties and be included in appointment compensation as described in [Section 3](#) of this article and at the compensation rate described in [Article 6](#). If GTAs are required by departments to enroll in an orientation and/or a training course for credit in order to hold GTA positions, the University shall pay all tuition and campus fees for one such required course per GTA, but the time spent in class and in doing work for the course for credit shall not be considered part of the GTAs' assigned duties.

Section 9: Evaluation

GTAs shall obtain course evaluations from students enrolled in their courses in accordance with department, school, University and/or Regents policies or requirements.

Each department or school shall evaluate its GTAs each semester using a method to be determined by the school or department. As deemed appropriate by the department, the method may be as informal as one-on-one meetings with the appropriate supervisor or reviews of student course evaluation results or may be more formal and structured. Such evaluations shall be based on the performance of duties communicated to the GTA in accordance with [Section 7](#) of this article and upon adherence to applicable published University and Board of Regents policies. If a written evaluation is used, the GTA shall receive a copy of the evaluation. Each GTA shall receive a formal, written evaluation at least once during employment as a GTA. Criteria under which the GTA will be evaluated and method of evaluation shall not be subject to grievance under any grievance or appeal procedure established in this agreement or under any other grievance or appeal procedure available within the University. A GTA who asserts that the evaluation was based on factors other than performance of duties and adherence to applicable published University and Board of Regents policies or if the evaluation has an overall rating of unsatisfactory may grieve and/or appeal the results under the grievance procedure established within this agreement.

Section 10: Termination of Appointment for Enrollment or Fiscal Reasons

Notwithstanding the provisions of Section 3, the provisions in this section do not apply to summer or short courses between the Fall and Spring semester. GTA appointments for summer and short courses between the Fall and Spring semesters may be terminated at any time, for any reason, and shall not be subject to review or appeal under any grievance or appeal procedure established in this agreement or by any University rule, regulation, or policy.

If, in the judgment of the department, school, or University, enrollments are insufficient to justify offering a section of a semester course or short course to which a GTA has been assigned, the University may reassign the GTA to other appropriate duties for the semester and may reduce or terminate the GTA's appointment at the end of the semester or short course for which the semester course cancellation occurred.

A GTA's position may be funded from a source other than the State of Kansas, from revenues generated within the program in which the GTA works, and/or from other sources. If in the judgement of the University, the funding is no longer available for the GTA position, the University may reduce or terminate the GTA's appointment at the end of the semester or short course for which funding is no longer available.

If a GTA's appointment is terminated for any of the reasons listed above, the termination shall not be subject to review or appeal under any grievance or appeal procedure established in this agreement or by any University rule, regulation or policy. In such cases, the GTA will be given

reasonable notice in advance of the effective date of the termination. GTAC, AFT-Kansas will be provided a report of the number of GTA terminations for the reasons specified in this section of the MOA, upon request.

GTA's who have signed an offer letter, and subsequently have the appointment canceled as provided above, shall receive wages, tuition, and campus fee waiver for the semester or short course in which the termination occurred but no subsequent semesters or short course, as provided in this Memorandum of Agreement.

Section 11: Approved Medical Leave & Return to Work

GTA's with a medical condition that necessitates an absence of more than a week from assigned responsibilities shall request unpaid leave with appropriate medical documentation. Such unpaid leave of absence shall be requested in writing from the department/school by the GTA or a representative in advance of taking the leave, unless the illness or injury precludes advance notice. The request for leave without pay must be reviewed and approved by the department/school, the Office of Graduate Studies, and by Human Resource Management before being granted, but approval shall not be withheld if appropriate supporting medical documentation is provided. If additional documentation is needed, the GTA or authorized representative from the department/school will be notified and given reasonable time to provide the documentation. Failure to request a leave of absence or to have a leave of absence approved according to this provision shall result in the placement of the GTA on leave without pay or the termination of the GTA's appointment. Failure of the GTA to return to work from an approved leave of absence within the timeframe specified by the University shall result in termination. Such terminations shall be subject to review or appeal under the grievance procedure established in this agreement. If it is medically impossible for the GTA to request a leave of absence or to have a leave of absence approved according to this provision, the GTA will be placed on leave without pay until a final determination is made regarding the GTA's medical status. An employee on an unpaid leave of absence may return to work prior to the expiration of the leave only upon receiving approval of the immediate supervisor and the department and after providing a release to return to work from the GTA's health care provider. Such leave shall not extend the duration of an employee's appointment.

Section 12: Procedure for Work Beyond Appointed Hours

- a. For purposes of this section an inability to complete work within appointed hours shall be defined consistent with Art. 5, Sec. 3 above, meaning that the assigned duties will average no more than 20 hours per week. In the case that a worker should be unable to complete assigned work within the contracted hours of the worker's appointment, the following procedure shall apply:
 - i. The worker will contact their immediate supervisor and department chair with their concerns. The supervisor and department chair shall respond within five (5) business days detailing expectations and the prioritization of assigned duties.

ii. If the worker identifies an inability to complete assigned work within contracted hours a second time within the same course, the worker shall notify the appropriate department chair, their supervisor and HRM. A meeting, or other communication, shall be conducted for the purpose of adjusting work duties to fit within contracted hours.

iii. In the event of a demonstrated inability to complete work within appointed hours resulting in remedial action following exhaustion of steps i. and ii. above, if the issue persists, the worker shall be entitled to file a level 2 grievance to the department chair. The worker is also permitted to cease performing those assigned duties which are non-essential to classroom instruction which result in the worker working beyond their appointed hours. In the event of a cessation of assigned duties, the worker shall advise their supervisor, department chair and HRM at least three (3) business days prior to cessation of such duties. Human Resource Management will be consulted by the department chair and/or supervisor.

iv. For departments that repeatedly (more than one worker in a semester) have workers with a demonstrated inability to complete work within appointed hours, a plan of action will be instituted between the department, associated college or school, the Office of Graduate Studies, HRM and the employee organization to align employment obligations with the contractual requirements. When a plan of action is created, the employee organization will be granted access to such plan. Plans to enforce departmental compliance with contractual working limits must be implemented no later than the semester after the workers identified their inability to complete work within their assigned hours. An agreed upon plan of action shall resolve any pending grievances by workers within the identified department brought pursuant to subsection iii. above.

ARTICLE 6: Wages

Section 1:

The University shall establish for the University's GTAs a merit salary pool when funds are available with at least the same percent average increase as that provided to University faculty unless the Legislature imposes specific restrictions or limitations on expenditures for GTA salaries. The merit pool is determined by taking all budgeted GTA salaries times at least the average faculty percent increase stated above. The merit increase received by any individual returning GTA will be based on the provisions of Section 2 below and on the previous evaluation of performance for that GTA. During times of budgetary constraints, GTAs with active appointments will not be subject to furlough or salary reductions.

Section 2:

Except as provided for in Section 3, any salary increases provided to GTAs will be provided on a merit basis rather than an across-the-board basis. A GTA whose appointment is renewed within the same department in which the GTA taught the previous semester (excluding summer sessions), will be deemed to have performed at a level sufficiently meritorious to entitle the GTA to two-thirds of the average percent merit

pool allocated by the University. Additional merit salary increases may be made at the discretion of the department, acting within the budget parameters provided to the department by the University, based upon its evaluation of the GTA's performance.

If, after addition of the departmental recommendation for merit, the salary for an individual GTA falls below the minimum amount, the GTA's salary will be increased to the minimum amount stated in Section 3, below and paid at a biweekly rate. The funds for bringing GTAs up to the minimum amount will be taken from a source other than the merit salary pool.

Section 3: Base Minimum Salary.

Each GTA with an appointment of 50% for the academic year will have a base minimum salary that is paid at a biweekly rate in accordance with the following schedule during the academic year, beginning the first pay period after the ratification of this agreement:

- a. Academic Year 2021-2022: \$17,750.00
- b. Academic Year 2022-2023: \$18,650.00

Each GTA with an appointment of less than or greater than 50% and/or less than an academic year will be paid on a pro-rata basis of the minimum amount. Nothing in this section prohibits the University from paying a GTA salary above these minimum amounts.

Section 4: Compensation for Returning GTAs Compensated Above the Minimum.

a. *Academic Year 2022-2023:* GTAs who are re-appointed in AY22-23 after having completed a GTA appointment in AY21-22 who were compensated at a salary for AY21-22 above the base minimum salary identified in Section 3 above shall receive a salary increase from their AY21-22 salary rate of five percent (5%) in AY22-23. Any such increase shall be implemented effective August 18, 2022. This increase for AY22-23 is the extent of the salary rate increase which returning GTAs are eligible to receive. Returning GTAs are not eligible for additional merit increases for AY22-23 as would otherwise be provided for within Sections 1 and 2 of this Article 6.

Section 5: MOA Compensation Rights Exclusive for GTAs.

The sole and exclusive source of any contractual or other legal right to compensation for GTAs during the term of this Agreement shall be those rights as stated within this Article 6 and within this MOA. GTAs have no legal right to participate in any general merit pool or any across the board increases made generally available to University employees other than those rights as specifically defined in this Article 6.

ARTICLE 7: Benefits

Section 1: Healthcare Benefits

The University will provide to the GTAs the optional student health insurance program as authorized by and subject to the conditions or restrictions established by the Kansas Board of Regents (KBOR).

- http://www.kansasregents.org/students/student_health_insurance
- <http://www.humanresources.ku.edu/graduate-student-health-insurance>

AFT-Kansas will be offered membership for a GTA on the campus University Advisory Subcommittee as specified in the KBOR Student Insurance Advisory Committee (SIAC) Charter.

<https://www.kansasregents.org/resources/PDF/584-SIACcharterJune2007.pdf>

International, non-citizen GTAs as defined in KBOR rules and regulations, are required to participate in the student health insurance program or to provide proof of alternate health insurance.

https://www.kansasregents.org/about/policies-by-laws-missions/board_policy_manual_2/chapter_ii_governance_state_universities_2/chapter_ii_full_text#health

If eligible under the provisions of the Affordable Care Act, GTAs will be offered the State Employee Health Plan (SEHP).

<http://humanresources.ku.edu/health-overview>

Section 2. Payment of GTA Campus Fees by the University

The University shall pay GTAs' required campus fees for three credit hours per semester in accordance with the table and restrictions set forth herein.

<u>Percentage Appointment</u>	<u>Percentage of Campus Fees for three credit hours paid by University</u>
40 to 50%	100%
30% but less than 40%	75%
20% but less than 30%	50%
10% but less than 20%	25%

Section 3: Tuition Waiver

Section 3a. Payment of GTA Tuition by the University

The University shall pay GTAs' tuition to attend the University of Kansas each semester as follows:

<u>Percentage Appointment</u>	<u>Percentage of Tuition paid by University</u>
40 to 50%	100%
30% but less than 40%	75%
20% but less than 30%	50%
10% but less than 20%	25%

Section 3b: Restriction for Online Courses

The payment of GTA's campus fees does not apply to courses taken in programs that are designated as being fully online in the University's Comprehensive Fee Schedule, the Online Tuition and Fees section and as reflected at:

<https://registrar.ku.edu/comprehensive-fee-schedule>
<http://classes.ku.edu>

A GTA may request an exception for payment of the tuition from the Office of Graduate Studies in advance of enrollment in such courses. If the exception is approved by the Office of Graduate Studies, the University may provide partial payment toward the tuition costs associated with online courses. The amount of this payment will be communicated at the time the exception is approved.

Section 3c: Staff Rates for Tuition

Staff rates shall be assessed to GTAs first, in accordance with the University's Staff and Staff Dependent Tuition Rates policy before applying the tuition waiver.

<http://policy.ku.edu/registrar/staff-tuition-rates#GTA>

GTAs must pay required campus fees (except that portion that the University pays in accordance with Section 2 above) and any applicable off-campus area service fees in full.

If, for any reason, a GTA resigns or abandons a position during the semester, or the appointment is terminated for cause during the semester, the GTA shall be required to pay resident or non-resident tuition and fees for that semester, as appropriate given the GTA's residence status as a student who does not hold a GTA appointment. Termination of appointments for enrollment or fiscal reasons shall be handled in accordance with [Article 5, Section 10](#) of this agreement.

ARTICLE 8: Access to Resources

Section 1: Instructional Materials

The University recognizes that appropriate resources and an adequate work environment, including basic office supplies and materials, are necessary for the performance of job

responsibilities. Units will provide free of charge to GTAs resources comparable to those available to other employees for performing assigned work activities, including but not limited to:

- a. a copying machine;
- b. access to an Internet-enabled computer with printing capability;
- c. access to adequate software;
- d. office space;
- e. physical mailbox space; and
- f. access to a device(s) for individual and conference communication.

Units and/or faculty members will make arrangements for GTAs to obtain classroom texts when GTAs assist faculty instructors or record or teach pre-planned courses. GTAs responsible for designing their own courses are to secure their own classroom texts. Any instructional materials required by the unit for a course taught by a GTA will be provided or made available free of charge to the GTA.

GTAs will be afforded the use of University facilities based on applicable University policies and practices, including for example libraries and recreation centers. Information about some of those services can be found at the links noted below; such information is non-binding.

Libraries Services

<http://policy.ku.edu/office/libraries/sservices-graduate-students>

<http://policy.ku.edu/office/libraries/access-requirements-ku>

Recreations Services

<https://recreation.ku.edu/rates-0>

<https://recreation.ku.edu/faqs-membership>

GTAs will comply with applicable University and unit policies and practices related to the use of University resources and facilities.

Section 2: Transportation

As determined by KU and Lawrence Transit, KU students, faculty, and staff can ride KU and Lawrence transit buses free by showing KU ID Cards upon boarding. Information about utilizing bus transportation provided by KU on Wheels and Lawrence Transit is available at:

<http://lawrencetransit.org>

Information about parking permits is available on the Parking and Transit website:

<http://parking.ku.edu/students>

Parking and Transit invites members of the campus community to open forums during the academic year to describe any changes.

ARTICLE 9: Professional Development

Section 1: Employee Training

The University recognizes the value of providing both pedagogical and other training opportunities for new and returning GTAs. The Center for Teaching Excellence staff will inform GTAs of the training for the semester offered by that office.

They will also provide available information about other campus training opportunities.

In addition to the required orientation and trainings described in [Article 5](#), new GTAs are required to complete the University's Sexual Harassment training as soon as possible after initial employment. Returning GTAs are required to complete the training annually. Sexual Harassment training shall include information about mandatory reporting requirements and procedures and Title IX compliance.

GTAs are strongly encouraged to complete additional trainings related to diversity, inclusion, safety, and informational topics listed below. New GTAs are encouraged to complete as much training as possible during the first semester of employment. Release time during the academic year will be provided for training completed during the work day.

Office of Multicultural Affairs: Diversity & Social Justice Training

<https://oma.ku.edu/diversity-social-justice-trainings>

Center for Sexuality and Gender Diversity

<https://sgd.ku.edu>

SafeZone Training

<https://sgd.ku.edu/safe-zone-training>

Sexual Assault Prevention and Education Center Educational Programs

<http://sapec.ku.edu/educational-programs>

Public Safety Office: Stay Safe Videos

<https://publicsafety.ku.edu>

Blackboard

<https://blackboard.ku.edu>

Teaching & Learning Services

<https://technology.ku.edu/services/teaching-learning>

Classroom & Department Technology

<https://technology.ku.edu/services/classroom-departmental-technology>

Section 2: Support for Research

University departments within the parameters of their budgets and at their discretion may provide funding for the professional development of GTAs and other graduate students related to the degree completion within the academic program in which the GTA or other graduate students are enrolled. Funding may be used to cover costs associated with professional development opportunities, including but not limited to: conference registration and/or travel; research related expenses and/or travel; research related to degree completion; and licensing and qualifying exams related to degree completion. Additional funds for these purposes may be made available by the Office of Graduate Studies and may be secured through an application and proposal process.

GTAs attending conferences and other professional development events that require travel may request and be given paid release time from work during the academic year. Such requests will be made to the GTA's department and cannot be arbitrarily denied. Examples of denials are as follows: if the travel will impede academic progress; if the travel is not applicable to their field of study; and/or if sufficient arrangements are not made for work coverage in accordance with department policies.

GTAs may request an unpaid leave of absence for a semester or an academic year to pursue research related to the academic program. Such leave is subject to advance approval by the University and the GTA's department. The GTA's employment relationship of being on leave without pay is subject to applicable University policies.

Section 3: Health and Safety

Section 3a: Work Assignment Adjustments and Leave without Pay

GTAs may experience personal or familial obligations and may request work assignment adjustments from the department chairperson or unit director, as described in the offer letter, to address those issues. The GTA should make such requests to the department chairperson or unit director with as much advance notice as possible, except in emergency situations. The department chairperson or unit director shall not arbitrarily deny making such work assignment adjustments.

With as much advance notice as possible, except in emergency situations, GTAs may also request leave without pay from the department chairperson or unit director pursuant to [Article 5, Section 11](#) of this agreement. The University's Academic Accommodation for New Parents policy provides for academic adjustments.

<http://policy.ku.edu/kulc-academic-accommodation-new-parents>

Section 3b: Classroom Coverage

If a GTA's work assignment adjustment involves classroom instruction, the GTA will be responsible for arranging coverage to meet the instructional responsibilities according to

departmental practice. The GTA may request assistance from the department chairperson or unit director as needed. The GTA will assume normal responsibilities after the work assignment adjustment ends.

Section 3c: Support for Nursing Parents, Childcare, and Gender Inclusive Bathrooms

University policy outlines Lactation Support for Nursing Mothers and a list of campus lactation rooms is also available.

<http://policy.ku.edu/human-resources/lactation-support-for-nursing-mothers>
<http://emilytaylorcenter.ku.edu/lactation-stations>

Hilltop Day Child Development Center offers campus child care while some centers of the Life Span Institute provide services for children with limitations.

<http://hilltop.ku.edu/>
<http://www.lsi.ku.edu/centers>

In addition to these services, the University agrees to partner with the Student Senate in supporting the Educational Opportunity Fund Child Care Grant. The University will commit matching funds, if available as determined by the University, up to a maximum of \$60,000.00 per academic year. These funds will be allocated upon depletion of the Senate funds during the academic year. Information about the grant can be found here:

<http://policy.ku.edu/financial-aid-scholarships/childcare-grants>

The University provides a listing of gender-inclusive bathrooms on campus and continues to establish such bathrooms as resources allow.

<https://silc.ku.edu/gender-neutral-restrooms>

ARTICLE 10: Union Access to Information

Section 1: Unit List

By the first day of class each fall and spring semester and on the thirtieth calendar day after the first day of class, the University shall provide the employee organization with a list in electronic form containing the following information for all unit workers, less those whose have exercised rights granted by the Family Educational Rights and Privacy Act:

- a. Name;
- b. All mailing and local addresses on file;

- c. KU e-mail address;
- d. First hire date / length of service;
- e. Start and end dates of their current contract;
- f. Full Time Equivalent percentage; and,
- g. Biweekly gross salary rate.

The University shall additionally provide an anonymized, aggregate report to include a breakdown of workers by:

- a. Resident, Out of State Domestic, or International status
- b. Reported race / ethnicity
- c. Reported gender
- d. Enrollment status in health insurance through the University and/or the State of Kansas

The Department of Human Resource Management shall provide this list and the anonymized, aggregate report to the employee organization at no cost to the employee organization.

Section 2: Obligations to Provide Lists

Neither the Regents, the University, any department of the University, nor any employee of the University shall have any obligation to provide any compilation or list of names and addresses or telephone numbers of GTAs to the employee organization or any unit member other than the list described above, except as provided by law and University policy.

Section 3: Information Requests

If the employee organization desires additional information from the employer, it shall request such information in a written request directed to the Associate Director of Human Resource Management / Director of Employee Relations. If the requested information is contained in a record, which is an open record as defined in the Kansas Open Records Act, the employee organization shall pay the University's approved charge for accessing, compiling, and copying open records, prior to receiving the requested information. If the University determines that the requested information is not an open record, and/or determines that it does not desire to provide the information to the employee organization, the University shall notify the employee organization of that determination, and, if the employee organization still believes that it is entitled to receive the requested information, it shall have the right to pursue remedies provided by law to seek disclosure of the information.

ARTICLE 11: No Interference

Section 1: Work Time

GTAs shall not conduct any AFT-Kansas activity or business during work time or in the workplace, except as specifically authorized by the provisions of this agreement.

Section 2: Equipment & Materials

State equipment and materials shall be used only for official state business and shall not be used for AFT-Kansas business or activities.

ARTICLE 12: Personnel Files

Section 1:

All personnel files and records are the property of the University.

Section 2:

GTAs' official personnel files shall be maintained in the department or school in which they work.

Section 3:

Written documents will not be used in terminations of appointment or suspensions without pay unless they are contained in the GTA's official personnel file and either contain the employee's initials as evidence of the employee's acknowledgment of the document's existence or evidence that presentation of the document was attempted.

Section 4:

Upon written request, a GTA shall, within a reasonable time and in the presence of a designated management representative, have the opportunity to review and/or copy his or her official personnel file. However, GTAs shall not be entitled to review or copy any confidential letters or material, including, but not limited to, letters of reference or recommendations for awards.

ARTICLE 14: Disciplinary Action

Section 1. Progressive Discipline

The University supports the philosophy of progressive discipline to address performance-related issues, misconduct, violation of established policies and/or procedures, and/or other cause by taking appropriate levels of corrective measures through the applicable evaluation or disciplinary processes.

The University may initiate disciplinary action against a GTA for conduct or performance related issues at any time during the term of the GTA's employment. These issues may result in counseling and/or formal disciplinary action which shall be accomplished through the evaluation process contained in this agreement and/or through a letter of disciplinary action. The results of

an unsatisfactory evaluation may be appealed in accordance with the terms contained in [Article 5, Section 7](#) and [Article 15](#) of this agreement.

Within the process of disciplinary action, progressive discipline is encouraged but not required; however, the University shall apply the least severe discipline possible, as determined by the University, which fits the offense and will reasonably accomplish the desired alteration of conduct or performance. Progressive disciplinary action can include:

- a. counseling,
- b. a written reprimand,
- c. suspension without pay, or
- d. dismissal/termination of appointment.

Section 1a: Counseling

Counseling should generally precede formal disciplinary actions, except in more serious circumstances, as determined by the University. Counseling consists of a meeting between the GTA and the supervisor wherein they discuss the nature of the issue(s), improvement strategies, and target improvement dates if immediate action is not required. The supervisor will send an email to the GTA documenting the discussion. If email is used as communication, the University email address shall be used. The GTA may reply to the email, which should be maintained by the supervisor. Adequate time should be allotted for improvement(s) to occur, as determined by the University, and follow-up may occur to ensure that performance or conduct has improved, and/or the issue has not reoccurred.

If the issue(s) persist, the University may decide on additional counseling or may escalate to formal disciplinary action as defined herein. Depending on the circumstances, the GTA may be disciplined without prior counseling or disciplinary action. Counseling is not subject to review or appeal under any grievance or appeal procedure established in this agreement or by any University rule, regulation, or policy. However, the GTA may reply with a responsive statement, which shall be held with the documentation maintained by the supervisor.

Section 1b: Formal Disciplinary Action

Work history, legitimate mitigating circumstances as determined by the University, and the nature and/or pattern of the misconduct or performance-related issues, and other relevant factors shall be taken into consideration when determining the appropriate formal disciplinary action. Formal disciplinary action should be accomplished as provided herein and may include the evaluation process and/or a letter/document of disciplinary action. Formal disciplinary action shall include:

- a. a written reprimand,
- b. suspension without pay, or
- c. dismissal/termination of appointment.

Written notice of disciplinary action shall be delivered to the GTA's University email and by US mail with delivery confirmation to the address on file in the University's HR/Pay system. This notice shall include the following:

- a. the reason for the disciplinary action, i.e., the alleged facts and circumstances giving rise to the discipline,
- b. the disciplinary action being taken,
- c. the effective date of the action,
- d. a statement of the GTA's status during the notice period until the matter is resolved, e.g. whether their job duties have been reassigned, referring to the supervisor for details of any reassigned duties,
- e. a deadline by which to respond that is consistent with the provisions of the agreement,
- f. a statement referencing grievance rights pursuant to [Article 15](#) of this agreement, including the URLs for this agreement and AFT-Kansas/GTAC.

ARTICLE 14: Grievance Procedure

Section 1:

A "grievance" is defined as a statement of dissatisfaction by a public employee, supervisory employee, employee organization or a public employer concerning interpretation of a memorandum of agreement or traditional work practice.

Section 2:

As used in this article, "days" are defined as those week days during which classes are in session or regularly scheduled final exams are being conducted at the University, including summer sessions.

Section 3:

During the pendency of a grievance, the grievant shall fulfill all assigned duties and responsibilities, unless directed otherwise by the University. This provision shall not apply to a cessation of work beyond contracted hours as provided for within Art. 5 Sec. 12.

Section 4:

This grievance procedure is intended to serve as a cooperative problem-solving mechanism for disputes in the administration of this memorandum of agreement. This grievance procedure, and subsequent legal appeals from such administrative decisions, shall be the sole and exclusive remedy for adjustment of any grievance arising from the application or interpretation of this agreement. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the GTA and/or GTAC/AFT Kansas may elect to pursue the matter under either the grievance procedure herein provided or by action before the Kansas Public Employer-Employee Relations Board. The election of either procedure shall constitute a binding remedy chosen and waiver of

the alternative remedy. If, during the pendency of a grievance, all or part of the grievance becomes the subject of a federal, state, university or local law enforcement investigation or proceeding, or is the subject of an OCR investigation, the University, at its discretion, may elect to suspend the grievance proceeding until such time as the law enforcement investigation or proceeding is completed.

Section 5:

The parties may mutually agree to extend the deadlines established herein. The party seeking to extend the deadline shall request such an extension at least 24 hours in advance of the scheduled event. The request shall describe the length of the extension sought and a brief explanation of the reason. Requests for extensions may be made via telephone, electronic mail, U.S. mail, or in person and shall be made to the appropriate supervisory employee or the grievant and/or representative of the employee organization. Requests for extensions shall not be unreasonably denied. The party requesting the extension shall forward written confirmation of the request for and receipt of the extension to the appropriate supervisory employee or grievant with a copy provided to the Director of Employee Relations.

Section 6: Procedure

A formal grievance may be filed by the University, an individual member of the bargaining unit, a group of bargaining unit members, or the employee organization. Parties to the grievance are permitted representation. If the respondent is the subject of the grievance, the respondent will self-recuse, and the grievant may skip to the next level in the grievance process. For purposes of self-recusal, a respondent shall not be considered to be a subject of a grievance merely because the respondent rendered a decision which is being challenged. Self-recusal should be based upon allegations of misconduct or malfeasance by the respondent. Failure to pursue the grievance at any level of the procedure within the appropriate timelines, and any agreed upon extensions, shall be considered a waiver of the right to proceed to any other step of the grievance procedure. Individuals requiring an accommodation in the processing of a grievance should contact the University's ADA Resource Center for Equity and Accessibility.

Section 6a: Representation

GTAC will provide a copy of all formal (Level 2) grievances to the University's Director of Employee Relations (or other University designee) by electronic mail at the time the grievance is initiated. If an individual unit member chooses non-GTAC representation, the University shall notify GTAC of the grievance as well as all formal proceedings, and a certified GTAC representative may attend all formal grievance meetings with advance agreement of the grievant. GTAC will be provided with all University responses to formal grievance steps. Agreements between individuals and the University to which GTAC is not a party will not establish precedent for purposes of determining of established past practice claims concerning a mandatory subject of bargaining..

Section 6b: Exclusions

Allegations of harassment, discrimination, Title IX violations, sexual misconduct, sexual violence, and/or retaliation related to such allegations must be reported to the KU Office of Civil Rights and Title IX (OCR hereafter) and are not covered by these grievance procedures. Instead, those complaints will be addressed within the OCR complaint process:

<https://civilrights.ku.edu/complaint-process-overview>

For the purposes of this provision, the terms “harassment”, “discrimination”, and “retaliation” shall mean those acts prohibited by Title VII, Title IX, other applicable federal and state laws, and as otherwise detailed in University policy. The OCR’s jurisdiction does not extend to grievances on the basis of union membership status, union activity, or the exercise of rights under this agreement, including the filing of a grievance, or participation in the grievance procedure. If a grievant pursues a claim under these other jurisdictions and is denied on the basis of jurisdiction, a grievant may pursue a claim through the grievance process. The effective date of the circumstances giving rise to the grievance shall be the date the grievant received notice of said denial from the appropriate office(s).

Section 6c: Steps of the Grievance Procedure

The grievance procedure consists of the formal and informal levels as noted below:

- Level 1.** Informal, Optional Discussion with the Chair/Director of Department
- Level 2.** Formal Written Grievance to Chair/Director of Department
- Level 3.** Formal Written Grievance to Dean of the School
- Level 4:** Mediation
- Level 5:** Formal Written Grievance to the Grievance Resolution Committee
- Level 6:** Vice Provost Review
- Level 7:** Judicial Review

Level 1: Informal, Optional Discussion with the Chair/Director

Prior to filing a formal grievance and within ten (10) days of the date on which the grievant became aware or could reasonably have been aware of the circumstances giving rise to the grievance, the grieving party should meet informally with a chair/director of the department in which the circumstances arose to discuss and attempt to resolve the concern without a formal grievance. If the grievance is unresolved, the grievant will, within five (5) days of that meeting, determine whether to proceed to the next step of the formal grievance procedure, as outlined below. The grievant may also proceed to the next level if an agreed upon resolution does not occur as specified.

If the grievance relates to disciplinary action, as defined in [Article 14](#) of this memorandum of agreement, the grievant shall skip Levels 1 and 2 proceed directly to Level 3, and the event giving rise to the grievance is deemed to be the date of the disciplinary action notice by attempted delivery via US mail with delivery confirmation to the address on file in the University's HR/Pay system.

Chairs/directors of departments have no authority to grant any remedy which grants any rights external to an individual grievant's departmental rights. Grievances requesting remedial action beyond an individual grievant's departmental rights should be initiated at Level 3.

Level 2: Formal Grievance to Chair/Director

To file a formal grievance, the grieving party shall, within five (5) days of the completion of Level 1, submit a written grievance to the chair/director of the department in which the circumstances arose. If an informal meeting did not occur, the grievant will submit the written grievance within ten (10) days of the date on which the grievant became aware or could reasonably have been aware of the circumstances giving rise to the grievance. The written grievance shall include a description of the issue with supporting facts, the date, a summary of any informal meeting if such a meeting occurred, and the resolution sought.

The parties to the grievance may meet to discuss a resolution. The chair/director shall respond in writing to the grievant and GTAC within five (5) days of its receipt. The written response to the grievant and the Union will either grant, deny, or modify the resolution sought, and provide a reasonable timeframe to complete the resolution. If the resolution is not acceptable, is not completed within the time specified, or if the chair/director of the unit fails to respond, the grievant may proceed to Step 3 of this procedure.

Level 3: Formal Grievance to Dean

If the grievance is not satisfactorily resolved in Level 2 or if the grievant receives no response from the chair/director by the response deadline, the grievant may within ten (10) days of the Level 2 response or resolution deadline submit the grievance, as described in Level 1, to the dean of the school. This grievance should include all written components as described under Level 2 as well as a description of what happened at Level 2 to prompt escalation. The parties to the grievance may meet to discuss a resolution. No later than ten (10) days after the receipt of the notice from the aggrieved, the dean of school shall provide a written response to the grievant either granting, denying, or modifying the resolution sought, and providing a reasonable timeframe to complete the resolution.

Level 4: Mediation

If the grievance is not satisfactorily resolved in Level 3 or if the grievant receives no response from the dean, the grievant shall within ten (10) days of the Level 3 response or resolution deadline submit a request to move the grievance to Level 4, which shall consist of mediation conducted by the Federal Mediation and Conciliation Service. The parties shall endeavor to schedule the mediation with the FMCS within 21 days of the date of the appeal provided for in this step.

Level 5: Formal Grievance to the GTA Grievance Resolution Committee

GTA GRC Composition

The University and GTAC shall annually select a standing GTA Grievance Resolution Committee (GTA GRC or GRC). GRC members may serve more than one year. The GRC will be comprised of:

- a. Two (2) Law School faculty members (as appointed by the FacEx from recommendations by the Dean of Law School)

- b. Two (2) faculty members who have active Graduate Faculty privileges to serve on master's and doctoral committees (appointed by the Faculty Executive Committee, FacEx)

- c. Two University staff members within Human Resources Management or staff selected by HRM with significant human resources or supervisory experience ("Staff Member"). Such appointed Staff Member shall not otherwise be involved in the processing of the grievance being considered.

- d. Four (4) members of the GTAC bargaining unit, as selected according to its bylaws

Upon submission of a grievance, a GTA GRC hearing panel of five (5) members will be convened from the GRC. The Governance Office will select a Law School faculty member from the GRC to chair the GTA GRC hearing panel. The Chair will select the GTA GRC hearing panel members from the GRC.

The GTA GRC for each hearing will be comprised of:

- a. One (1) faculty member
- b. One (1) University Staff Member
- c. One (1) Law School faculty member
- d. Two (2) members from GTAC

Grievance Submission:

If the grievance is not satisfactorily resolved in Levels 1-4, the grievant may within ten (10) days of the conclusion of mediation, submit the grievance to the University Governance Office and request a hearing before the GTA Grievance Resolution Committee (GTA GRC hereafter). This grievance should include all written components as described in previous levels. Additionally, the grievant must provide Governance with:

1. The name of any chosen representative(s);
2. Copies of all materials from Levels 1 through 3 of the grievance (materials from Level 4 are subject to confidentiality requirements of FMCS);
3. A written description of the issue with supporting facts;
4. A summary of meetings to date;
5. A list of University employees and individuals to be called as witnesses/experts, along with a brief written summary of the anticipated testimony of each witness showing the testimony relevancy;
6. Evidence to be considered; and
7. Issues remaining in dispute after Level 3 or issues jointly stipulated by the parties to be remaining for review following Level 4 and the resolution sought.

Upon receipt of a grievance, Governance will notify the respondent and provide a copy of the grievance materials within three (3) days.

The respondent must provide the following materials to Governance within five (5) days of receiving the grievance materials.

1. The name of any chosen representative(s);
2. A statement concurring with the materials submitted by the grievant from Levels 1 through 3 of the grievance or copies of any materials omitted by the grievant or disputed by the respondent;
3. A statement concurring with the grievant's summary of meetings to date or a statement disputing or providing any additional information about those meetings deemed necessary to resolution of the grievance;
4. A list of University employees and individuals to be called as witnesses/experts, along with a brief written summary of the anticipated testimony of each witness showing the testimony relevancy;
5. Evidence to be considered; and

6. Issues remaining in dispute after Level 3 or issues jointly stipulated by the parties to be remaining for review following Level 4 and the resolution sought.

Governance will distribute the respondent's materials to the grievant within three (3) days. Governance compiles, reproduces and distributes the necessary copies of all documents submitted for the hearing participants.

Hearing Scheduling and Continuances:

Within five (5) days of receiving the respondent's materials;

1. Governance will select a Chair;
2. The Chair will select the GTA GRC members from the standing pool of reviewers for the hearing and
3. Governance will notify the grievance parties of those selected.

Parties involved in the hearing will have the opportunity to indicate whether a GTA GRC member should be precluded from a particular hearing based on concerns about impartiality. The objecting party will have three (3) days from the notice of the GTA GRC appointment to notify Governance of those concerns. The GTA GRC Chair will determine whether an alternate should be appointed.

Within five (5) days of the appointment of the final committee, Governance will notify the parties of the scheduled hearing date. Governance will make every reasonable effort to schedule a hearing during regular working hours and at a convenient time for all parties. The date of the hearing will allow reasonable time for the GTA GRC to review all materials. Parties may submit a written request to Governance by email or in person for a continuance (govern@ku.edu). Governance must receive the request no later than five (5) days before the scheduled date of the hearing. The written request must provide alternate dates on which the requesting party is available for the hearing and document that the opposing party has been notified of the request. Governance will consult with the GTA GRC Chair to make the final determination regarding the request and notify all parties of the decision and of any alteration in the scheduled hearing date.

Hearing Transcripts:

All hearing meetings of the GTA GRC will be recorded by means of audio, except the GTA GRC deliberations. All recordings constitute part of the record of the hearing and Governance will maintain them. Access to the audio will be limited to the parties, the authorized representatives and

the members of the GTA GRC. Transcripts may be made of the contents of an audiotape at the sole expense of the requesting party or by other agreement of the parties.

Witness Notification and Participation:

Governance will notify in writing the University witnesses, their supervisors of record, and the department heads that:

1. The University supports every effort to accommodate the availability of witnesses for a hearing before the GTA GRC;
2. Witnesses have a choice to participate in the hearing;
3. Participation is paid "work time;"
4. Witnesses must request release from duties from their departments for the time of the hearing in advance and in accordance with normal unit notice procedures;
5. Witnesses must not be subjected to any form of intimidation, retaliation, or adverse actions by any party for their decision to participate or not to participate in the hearing;
6. Attempts at intimidation, retaliation, or adverse actions should be reported to Human Resource Management and to Graduate Teaching Assistant Coalition (GTAC) if the MOA provisions are violated;
7. Any complaint alleging intimidation, retaliation, or adverse action will be investigated by the appropriate office and/or GTAC; and,
8. The University will take appropriate counseling or disciplinary action if the University determines that intimidation, retaliation, or adverse action has occurred.

Possible Dismissal of Grievance:

Before the hearing and after a review of the grievance materials, the GTA GRC may recommend to the Vice Provost of Graduate Studies that the complaint be dismissed without further proceedings if any of the following grounds exist:

1. The grievance or another grievance involving substantially the same underlying occurrence or events has already been or is being adjudicated by proper University procedures;
2. The grievance should be heard by another body;
3. The grievance was not filed in a timely fashion; and/or,
4. The University lacks jurisdiction over the subject matter or any of the parties.

Before the dismissal recommendation is made to the Vice Provost of Graduate Studies, the parties will be provided the opportunity to respond in writing to the GTA GRC dismissal recommendation by the date specified in the notice letter. A dismissal recommendation shall be by a majority vote of the appointed GTA GRC.

Role of the Chair:

The Chair of the GTA GRC has authority to conduct the hearing and such authority will include, but not be limited to:

1. Keeping order in the hearing, including calling a recess or rescheduling the hearing;
2. Setting reasonable time limits for the presentation and cross examination of witnesses;
3. Determining testimony relevance;
4. Determining admissibility of any documents. The Chair may deny admission of any documents; and
5. Any ruling of the Chair as to admissibility of testimony or documentary evidence may be appealed by a motion made and duly seconded from the members of the GTA GRC made immediately after the challenged ruling of the Chair. In the event of such a timely made and seconded motion, a majority vote of the members of the GRA GTC shall prevail as to the admissibility of the evidence in question.

If a party presents documents for consideration after the stated deadlines for submission, the Chair determines whether the opposing party would be prejudiced by the admission of such documents without being given additional time. The Chair's decision may be appealed within three (3) business days to the GTA GRC, in which case a majority vote of the GRC shall control the question.

Conducting the hearing:

The hearing will not be governed by the rules of evidence. The hearing is not considered open to the public and no parties will be allowed in the hearing who are not directly involved in the hearing as either parties, witnesses, or representatives. Witnesses will be sequestered during the hearing. Before testifying, parties and witnesses must affirm they will tell the truth: knowingly providing false testimony is a form of professional misconduct that is subject to sanction.

The grievant has the burden of proof to establish by a preponderance of evidence that the respondent did not act in accordance with Kansas Board of Regents or University policies or rules, University work practices or the MOA.

Each party may have equal time to present an opening statement at the beginning of the hearing before calling witnesses for testimony. The grievant's case will be presented first, followed by the respondent's case. The parties (or representatives) and the members of the GTA GRC may ask questions of the parties' witnesses after testimony is given. Each party may have equal time to present a closing statement. The grievant's closing statement will be presented first, followed by the respondent's closing statement. Both parties are permitted to submit points of law for consideration by the GTA GRC either orally within their closing statement and/or in writing at the time of closing statements or upon request from the membership of the GTA GRC at any time during the hearing.

GTA GRC Deliberations and Recommendations:

At the close of the hearing phase, the GTA GRC will adjourn into a closed session to deliberate and determine its findings by a plurality vote. The GTA GRC will make findings and recommendations based on the record, which includes information the parties presented at the hearing and in their grievance submissions. The GTA GRC will support its findings and recommendations with statements of fact and conclusions based on the application of Federal or State law, Kansas Board of Regents or University policies or rules, University work practices, or the MOA.

The GTA GRC shall prepare a statement of its findings of fact and recommendations no more than ten (10) days after the date of the hearing and submit the findings and recommendations by email to the Vice Provost for Graduate Studies and the parties. The Chair may extend the time limit for good cause.

Level 6: Vice Provost for Graduate Studies Decision

The Vice Provost for Graduate Studies will review the recommendations and provide a written decision to both parties within ten (10) days. The Vice Provost may take into account any relevant evidence in the record. The Vice Provost will ordinarily follow the GTA GRC's recommendation. However, if the Vice Provost does not follow the recommendations of the GTA GRC, the Vice Provost will include the reasons for the departure in the written decision. In such written decision the Vice Provost shall itemize those findings of fact and recommendations disagreed with, detailing the evidence from the record in support and further detailing the application of Federal or State law, Kansas Board of Regents or University policies or rules, University work practices or the MOA in support of such decision.

Level 7: Judicial Review

The Vice Provost's determination is a final agency action, and judicial review of the decision is pursuant to the Act of Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 et seq.).

ARTICLE 15: Savings Clause

Should any provision of this agreement be declared by the proper judicial authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statute, all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any provision of the agreement which is based on any statute, whether state or federal, all or in part, either directly or indirectly, shall be construed to conform to the statute upon which the provision is based. Such construction is to apply as the statute is presently worded or as it may be amended or changed.

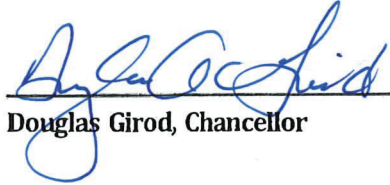
ARTICLE 16: Duration & Termination

This agreement shall become effective on the first day of the month following approval by the Board of Regents and the Secretary of Administration except for those provisions of the agreement which state herein that they require, or otherwise by law require, the approval of the Governor or the Legislature. This agreement shall remain in effect for AY21-22, and AY22-23. The entire agreement shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no more than six months nor less than ninety days prior to the expiration date of the agreement (i.e. May 19, 2023) that it desires to amend, modify or terminate this agreement. If notice to modify or amend is given, it shall contain a statement of the issues or provisions in which changes are desired, and meet and confer sessions shall begin no more than thirty days after such notification is issued.

Notwithstanding the above provisions relating to initiation of the meet and confer sessions, no such sessions shall be scheduled during, or continued through, the summer months unless the meet and confer process has reached tentative agreement for the entire Memorandum of Agreement, or unless mutually agreed upon by both parties.


SIGNATURE PAGE

The University of Kansas



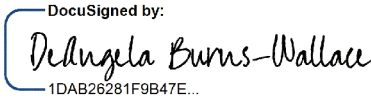
Douglas Girod, Chancellor

Executed pursuant to action taken by KBOR
on the 15 day of September, 2022.




KBOR Chair

The State of Kansas

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Secretary of Administration
Date: 09-19-2022

GTAC / AFT-Kansas



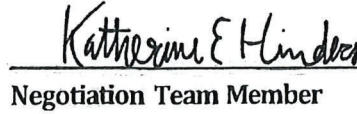
AFT-Kansas



Andrew Kustodowicz
GTAC President



ZACH
GTAC Negotiations Team Chair



Katherine E Hinder
Negotiation Team Member

Negotiation Team Member

Negotiation Team Member

Negotiation Team Member