

**MEMORANDUM OF AGREEMENT**

**between**

**State of Kansas  
University of Kansas, Lawrence Campus**

**and**

**Laborers' International Union of North America  
(LiUNA), Public Service Employees Local Union  
1290PE**

**March 31, 2016**

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Memorandum of Agreement modified on \_\_\_\_\_, 2016 between the State of Kansas, the University of Kansas, Lawrence campus, hereinafter referred to as the “University,” and the Laborers’ International Union of North America (LIUNA), Public Service Employees Local Union 1290PE, hereinafter referred to as the “Union,” constituting the sole and total agreement between the parties.

**Article I                      Recognition**

The University recognizes the Union as the exclusive representative of employees in the appropriate unit for the purpose of meeting and conferring. Appropriate unit shall INCLUDE employees in job titles listed below for staff not appointed on probationary status and part-time appointments but shall EXCLUDE office employees, clerical employees, professional employees, supervisory employees, and confidential employees and shall also EXCLUDE all employees in the appropriate unit appointed on a temporary and student basis.

Job Titles in Appropriate Unit shall be:

- Boiler Operator
- Boiler Operator Senior
- Boiler Technician
- Carpenter
- Carpenter Senior
- Custodian
- Electronics Technician
- Electrician
- Electrician Senior
- Equipment Mechanic
- Equipment Mechanic Senior
- Equipment Operator
- Food Service Worker
- General Maintenance and Repair Technician
- General Maintenance and Repair Technician Senior
- General Maintenance Worker
- HVAC Technician
- HVAC Technician Senior
- Instrumentation Technician
- Landscape Worker
- Landscape Worker Senior
- Locksmith
- Locksmith Senior
- Mason
- Mason Senior
- Painter
- Painter Senior
- Parking Officer - Parking

Plumber  
Plumber Senior  
Pump Mechanic  
Sheet Metal Worker  
Sheet Metal Worker Senior  
Steamfitter  
Steamfitter Senior  
Storekeeper  
Welder  
Welder Senior

The University shall provide the Union upon request, but no more frequently than monthly, with the names and home addresses of all employees for which the Union is required, by Kansas Statute, to represent. This information shall be provided to the Union electronically in a format that meets the security standards established by the University for confidential information. The Union shall respect the confidentiality and privacy of employees' home addresses by not providing that information to any other entity and by not using that information for any purpose other than verifiable Union business. When such information is requested, it shall be used only for the specific purpose stated regarding its use.

## **Article II                      Management Rights**

The Union agrees that nothing in this memorandum of agreement will operate to circumscribe or modify the existing right of the University to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with the University; suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the University in emergencies; formulate and interpret University policies and procedures; maintain rules and regulations concerning the conduct of employees; determine the methods, means and personnel by which operations are to be carried on; and administer the functioning of all rules and regulations having the force and effect of law except for those rights relinquished by the University in this memorandum.

It is further specified that the foregoing enumeration of University governance rights shall not be determined to exclude other rights not specifically enumerated and that the enumerated rights and other inherent rights of management may be exercised during the term of this agreement without recourse to meet and confer proceedings. The Union further agrees that nothing in this memorandum of agreement will operate to supersede any provision covered by Federal or State law or the authority or power of the Board of Regents as established by the Kansas Constitution.

### **Article III     Union Management Cooperation**

*Section 1:*     The Union and the University agree that they will not singly or collectively, coerce, intimidate, use their authority, or otherwise force any employee to join or not to join the Union. Any supervisor or employee who is found to violate this article shall receive appropriate discipline according to this Agreement and/or applicable University and State policy and statutes. The majority of the University policies are listed on the administrative office websites of the Office of the Provost, the Department of Human Resource Management, Environmental Health and Safety, Information Services, and the Comptroller's Office. The University and the Union will address policies in accordance with Article II of this Memorandum of Agreement. Specific provisions that have been agreed to and memorialized in this Agreement will supersede University policy.

*Section 2:*     It is agreed by the Union and the University that, as governed by all pertinent Federal and State laws, University policies and directives, there will be equal opportunity to applicants for Union membership or employment in the appropriate unit to secure and hold Union membership or 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.

*Section 3:*     The Union agrees to cooperate with the University in enforcing strict observance of all terms, provisions, and agreements herein contained.

*Section 4:*     The Union shall be responsible for the distribution of copies of this memorandum of agreement to new bargaining unit members. The University will make the memorandum of agreement available to bargaining unit members on the Human Resource Management website, and shall print copies if so requested by an employee at no cost to the employee as long as such requests do not become excessive.

*Section 5:*     The University agrees to inform the Union of any plans to permanently privatize work presently performed by members of the bargaining unit. The University reserves the right to subcontract work whenever the scope, time frame, complexity and/or externally imposed requirements of the project require. Privatization of work shall be defined as a permanent transfer of work from University support staff to a private entity.

### **Article IV             Wages**

The University has established salary ranges and job titles for covered positions as provided in Appendix A. Covered job titles are provided in Article I of this Memorandum of Agreement. Salary ranges for job titles are provided on the Human Resource Management website. To the extent that any conflicts arise between Appendix A and this website, the information on the website prevails.

**<http://humanresources.ku.edu/job-title-table>**

Over the course of the duration of the MOA, without the necessity of meeting and conferring with the Union, at its discretion and when funds are available, the University may make periodic

changes to the salary structure to reflect the market as identified by the University resulting from a market study. Any resulting salary increases authorized for covered employees will be dependent on availability of funds, provided that salaries of bargaining unit members shall not be reduced as a result of changes to the salary structure to reflect the market. Before any changes to the salary structure become effective, the University will allow the Union an opportunity to provide input.

The University ascribes to the principle of merit-based pay. If a merit pool becomes available, a covered member will be eligible for an increase if the member has a current overall annual performance rating of meets expectations or higher and has not had a suspension or involuntary demotion during the rating period being evaluated. The available merit pool will be allocated based on a two-thirds (2/3) across-the-board increase to all eligible, covered employees. The remaining one-third (1/3) of the merit pool will be granted to eligible individual employees as determined by the University based on merit which is not subject to appeal.

If, during the duration of this agreement, the University identifies funds available for a merit pool, the University will grant increases pursuant to the provisions of this article. Nothing herein shall be construed as a guarantee that a merit increase pool will be available.

## **Article V Overtime**

*Section 1:* The University reserves the option to either allow compensatory time or pay overtime for which an employee is eligible under the FLSA. The University will generally compensate a non-exempt employee for any time worked over forty (40) hours with compensatory time (1.5 hours for each hour worked). Overtime pay may be granted to a non-exempt employee at the rate of one and one-half (1 1/2) times the employee's regular hourly base rate with the appropriate authorization from University administration. A non-exempt employee may accrue or use compensatory time consistent with FLSA provisions and University policy. A non-exempt employee must have advance supervisory authorization to work beyond his/her normal forty hour work week. Supervisors will assign overtime to bargaining unit employees fairly and equitably per Sections 2 and 3 of this article.

Work will be assigned without the intent to avoid payment of overtime or compensatory time, except for fiscal reasons. Hours of work shall not be adjusted to avoid the payment of holiday compensation.

*Section 2:* Excluding emergencies and when employees are normally required to work on holidays and/or weekends, the University will distribute overtime work based on a rotating seniority overtime list for covered Facilities Services and Central Operations and Maintenance employees. As determined by the University within those departments, overtime will be offered to employees starting with the most senior employee on the list in the needed job title. If the employee refuses the overtime, the overtime will be offered to the next employee on the list until an employee accepts the overtime. If no employee accepts the overtime, the University reserves the right to assign overtime to employees as determined appropriate by the University. Employees, to whom overtime is offered, regardless

of whether the overtime is accepted or declined, shall rotate to the bottom of the list.

In cases when a special skill set is required to perform necessary job tasks, the University reserves the right to assign staff without use of the seniority list.

Overtime which is a direct continuation of work not completed at the end of a shift shall when feasible be completed by the employees doing the work. Overtime which is not continuous with the work day shall be offered in accordance with the above criteria.

This provision shall not apply to covered employees outside Facilities Services and Central Operations and Maintenance.

*Section 3:* Overtime work performed by Facilities Services and Central Operations and Maintenance employees related to planned, special University functions, for example Athletics events, commencement, Lied Center events, and other non-Facilities Services departmental events shall be assigned based on a rotating seniority overtime list. In cases when a special skill set is required to perform necessary job tasks, the University reserves the right to assign staff without use of the seniority list.

Overtime will be offered to employees, starting with the most senior employee on the list in the needed job title. If the employee refuses the overtime, the overtime will be offered to the next employee on the list until an employee accepts the overtime. If no employee accepts the overtime, the University reserves the right to assign overtime to employees as determined appropriate by the University. Employees, to whom overtime is offered, regardless of whether the overtime is accepted or declined, shall rotate to the bottom of the list. This provision shall not apply to covered employees outside Facilities Services and Central Operations and Maintenance.

The appropriate department directors exercise the University's exclusive right to determine and implement all schedules and changes in schedules. When finalized information is available to them, they will promote the policy of not rescheduling an employee's work hours without ten (10) working days advance notice. Such notice is not possible in temporary situations or emergencies such as new buildings being opened in a short timeframe, major facility/equipment failures, fires or other disasters, or hazardous weather conditions.

*Section 4:* Employees whose regularly established, primary work shift begins at or after 10:00 p.m. and ends by 8:00 a.m. will receive shift differential of \$.60 per hour for hours worked during that shift. For employees assigned to other shifts, if any part of the employee's primary regularly established shift falls before the hour of 6:00 a.m. or after the hour of 6:00 p.m., they will receive shift differential of \$.40 per hour for

hours worked during such shifts. For all shifts worked outside the regularly established, primary shift no shift differential will be provided.

Persons appointed to position numbers 00062467, 00062464, and 00208809 in the Facilities Services Power Plant will be granted an annual supplemental pay adjustment of \$150.00 at the end of each fiscal year beginning Fiscal Year 2017 for the duration of their appointments to these positions. This provision will not apply to any other individuals. Nor will it be in effect if individuals holding these positions take another position or are assigned to another regularly established, primary work shift.

*Section 5:* The University has the right, pursuant to the Federal Fair Labor Standards Act (FLSA), to compensate non-exempt employees with compensatory time for hours worked beyond a forty hour work week. At the time of employment, new hire employees indicate their understanding and acceptance of this policy by signing a policy agreement.

Existing University policy also specifies the following limitation on the amount of compensatory time accrued. Compensatory hours accrual must not exceed the following limit:

90 Hour limit (90 Comp Hours = 60 hours overtime worked)

Employees whose hours accrued exceed the allowable must be paid overtime at the time and a half rate for those hours in excess.

## **Article VI                      Call-in, Call-back, and Stand-by**

*Section 1:* Excluding the two hour period immediately prior to an employee's next scheduled shift, appropriate unit non-exempt employees on pre-set schedules who are called back to work after having completed their regular work shift and having left the University premises shall be provided either a minimum of three (3) hours work or shall be paid a minimum of three (3) hours pay at the applicable rate of pay.

*Section 2:* Non-exempt employees required by the University to be on stand-by where they are to remain available to the institution within a specified response time, shall be compensated with an additional two (2) dollars per hour. This shall apply to those hours during which the employee was assigned to be on stand-by.

Employees shall receive their appropriate rate of pay for actual hours worked, including overtime where applicable, in addition to the two (2) dollars per hour for stand-by during actual hours worked if they remain responsible for stand-by duty while personally performing after-hours work. An employee on stand-by who is not available when called and who does not present reasonable justification for failure to report when called, may lose compensation for that stand-by period and be subject to appropriate disciplinary action.



## **Article VII                   Hours of Work**

*Section 1:*     Work Week: The standard work week will consist of forty (40) hours worked within a seven (7) day period commencing at 12:01 a.m. Sunday, and ending at 12:00 midnight on the following Saturday.

*Section 2:*     Breaks and Meal Times: Except in emergencies, all full-time employees in the appropriate unit, excluding those designated by the University, shall receive at least one-half (1/2) hour completely free of duty for a lunch period without pay as scheduled by the University.

Best efforts will be made to insure full-time employees in the appropriate unit receive two (2) fifteen (15) minute breaks at times as near as possible to the one-quarter (1/4) and three-quarters (3/4) mark of the shift designated by the University. Breaks will not be unreasonably denied. If for any reason an employee is unable to take a break at the scheduled time, breaks may be scheduled at other times during work shifts.

Employees in the appropriate unit whose work requires it shall be granted up to ten (10) minutes travel and/or clean-up time prior to their lunch period and prior to the end of their work shift, which time in order to be paid must be used for travel and/or clean-up.

*Section 3:*     Alteration of Work Schedules: The University of Kansas supports the training and development of its university support staff employees. To that end, staff members are encouraged to participate in training programs, conferences, short courses, and workshops held on or off-campus which relate to their positions. Additionally, staff may register for academic courses, including those which will contribute to their overall educational development. Departments will make every reasonable effort to facilitate course attendance by university support staff employees where that participation will not interfere with the department's ability to carry out its regular functions.

When feasible, employees request for flexibility to meet unexpected family commitments that sometimes occur during normal working hours will be honored. Department shall determine on a case by case basis whether equitable accommodation can be made.

The University will allow employees to fulfill their obligations to the Kansas National Guard or the United States Military Reserves in accordance with pertinent State and University policies.

From time to time it may be in the best interests of both the employee and the University to alter work schedules to meet a specific need. If emergency situations

require a change in work schedule, the University will give reasonable notice of the change to the affected employee, taking into account the nature of the emergency.

## **Article VIII Flex Time**

Flex-time is an adjustment in the assigned work schedule at the request of the employee. Such adjustment may be long term in nature, depending upon the agreement between the employee and his/her supervisor. Employer initiated adjustments in work schedules are not considered flex-time.

Such a change shall be at an individual employee's request (written) and shall be for reason(s) mutually acceptable to the department and the employee, including but not limited to: child care, enrollment in educational course(s), or other good and sufficient reason(s). A single, non-recurring event will not be considered sufficient for such a change.

Adjustments to the work schedule will not interfere with completion of departmental work.

Approval of a flex-time schedule is at the discretion of the supervisor(s) designated by a department but may require review and/or approval by the appropriate manager.

The Department Director generally has final authority in approving, modifying or revoking flex time adjustments within his/her department. A copy of the agreement regarding such flex time schedule shall be retained by the employer with a copy provided to the employee. At all times the Department of Human Resource Management will have final authority in approving, modifying or revoking flex time adjustments for the Lawrence campus. All decisions regarding the approval of flex time shall be made in a fair and non-discriminatory fashion.

## **Article IX Leaves of Absence**

*Section 1:* Union leave: Subject to the needs of the University and receipt of a written request at least two weeks in advance, the Appointing Authority (campus Director of Human Resource Management) will not require the use of accumulated vacation leave before approval of leave without pay for up to two Union officials at one time to receive training relevant to their Union duties; provided such training, in the opinion of the University, does not become excessive.

*Section 2:* The University will follow the leave plans as authorized by the Kansas Board of Regents for staff as outlined on the Human Resource Management website <http://humanresources.ku.edu/leaves-and-holidays> . Annual and sick leave balances shall be shown for each unit employee via online self-service. Requests for leave shall be made to the supervisor in such form and at such time as prescribed by the appointing authority.

- a. Vacation: Each university support staff employee in a regular position shall be entitled to vacation with pay which shall be earned and accumulated in accordance with the published schedule unless the Kansas Board of Regents policy dictates otherwise.

Hours in Pay Status Per Pay Period	<u>Hours Earned per Pay Period Based on Length of Service</u>			
	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 + Years
0 – 7	0.0	0.0	0.0	0.0
8 – 15	0.4	0.5	0.6	0.7
16 – 23	0.8	1.0	1.2	1.4
Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 + Years
24 – 31	1.2	1.5	1.8	2.1
32 – 39	1.6	2.0	2.4	2.8
40 – 47	2.0	2.5	3.0	3.5
48 – 55	2.4	3.0	3.6	4.2
56 – 63	2.8	3.5	4.2	4.9
64 – 71	3.2	4.0	4.8	5.6
72 – 79	3.6	4.5	5.4	6.3
80 -	3.7	4.7	5.6	6.5
Maximum Accumulation of hours	144.0	176.0	208.0	240.0

Non-exempt employees shall only use vacation leave in increments of a quarter of an hour.

Hours in pay status shall not include overtime hours worked, additional hours for which the employee has been paid, and holiday compensation earned.

Hours in pay status shall include time off while receiving workers' compensation wage replacement for loss of work time.

The University shall not be arbitrary in approving or rejecting vacation leave requests, nor unreasonably defer the taking of vacations so that for all practical purposes the employee is deprived of vacation rights.

Vacation leave earned by an employee during a pay period shall be accrued for use on the first day of the following pay period.

- b. Sick Leave: Each university support staff employee in a regular position shall accrue sick leave as provided by the schedule below.

The maximum sick leave credit an employee may accrue in any payroll period shall be 3.7 hours. The amount of sick leave hours earned each

payroll period and the increments in which sick leave may be used shall be determined as follows:

Hours in pay status per pay period	Hours earned per pay period
0 – 7	0.0
8 – 15	0.4
16 – 23	0.8
Hours in pay status per pay period	Hours earned per pay period
24 – 31	1.2
32 – 39	1.6
40 – 47	2.0
48 – 55	2.4
56 – 63	2.8
64 – 71	3.2
72 – 79	3.6
80 -	3.7

Employees shall only use sick leave increments of a quarter (1/4) of an hour.

Hours in pay status shall not include overtime hours worked, additional hours for which the employee has been paid, and holiday compensation earned.

Hours in pay status shall include time off while receiving workers' compensation wage replacement for loss of work time.

The University reserves the right to require University prescribed verification of illness. Unexcused leave will result if the employee fails to provide the prescribed verification within five (5) calendar days of the University request. Unexcused leave may also result from an employee's failure to notify the University of intended usage of sick leave as early as possible prior to the employee's scheduled work shift.

- c. Shared Leave: Employees may be eligible to receive or donate leave time if the employee or a family member is experiencing a serious, extreme, or life-threatening illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate employment and the illness, injury, impairment or condition keeps the employee from performing regular work duties.

To be eligible for consideration for shared leave, the employee must have a good attendance record, a performance evaluation rating of needs improvement or above, have been in continuous service for a period of six

months, and have exhausted all available paid leave and compensatory time. An employee receiving workers' compensation is not eligible to receive shared leave.

To be eligible to donate leave time to another employee, the donation must not cause the accumulated vacation leave balance to the donating employee to be less than eighty (80) hours, or the accumulated sick leave balance to be less than four hundred eighty (480) hours.

Shared leave shall be granted by the Appointing Authority based upon individual circumstances.

- d.* Jury Duty and Other Required Appearances: Employees in the appropriate unit at the University, excluding employees appointed on a temporary basis shall be granted leaves of absence with pay by the University for required jury duty or other official judicial or quasi-judicial body, if the appointing authority considers the granting of leave with pay is in the best interest of the State.

When any employee travels for a required appearance before a court, or a legislative committee, or other public body, in a State vehicle, the employee shall turn over to the State any mileage expense payments received.

- e.* Funeral Leave: Full-time employees who are not in new hire probationary status may be granted leave with pay, not exceeding six (6) days, to arrange and/or attend the funeral of a close relative or other qualified adult. A qualified adult is defined as an individual (other than a close relative, employee or tenant) who has a committed personal relationship with and shares a common domestic life with a faculty or staff member and has done so continuously for the previous six (6) months.

Examples of close relatives are:

Spouse, Mother, Step-Mother, Father, Step-Father, Mother-In-Law, Father-In-Law, Son, Step-Son, Daughter, Step-Daughter, Brother, Sister, Step-Brother, Step-Sister, Grandmother, Grandfather, Granddaughter, Grandson.

The grant and duration of funeral leave shall be at the discretion of the University, based on factors or relationship, travel time and demonstrated need. A minimum of two days shall be granted for individuals listed above under "examples of close relatives" or "qualified adult." The University may require verification of the above factors where it appears the employee has abused leave privileges. Failure to provide requested verification may result in charging the time taken to annual leave.

**Article X                    Holidays**

*Section 1:*        Holidays designated by the Governor shall be granted to staff and shall be listed on the Human Resource Management website. An employee’s work schedule may affect an employee’s eligibility for a holiday. Those holidays usually include:

- |                               |                           |
|-------------------------------|---------------------------|
| New Year’s Day                | Veteran’s Day             |
| Martin Luther King’s Birthday | Thanksgiving Day          |
| Memorial Day                  | Friday after Thanksgiving |
| Independence Day              | Christmas Day             |
| Labor Day                     | One Discretionary Holiday |

*Section 2:*        The University, at its discretion, can require any or all employees to report to work on any holidays subject to the provisions of Article V, Section 2 of this memorandum. When a legal holiday falls on a Saturday, the preceding Friday shall be considered as a holiday. When a legal holiday falls on a Sunday, the following business day shall be considered as a holiday.

*Section 3:*        Employees required to work on a holiday designated by the Governor or on an officially observed holiday shall be compensated time and one-half for all hours worked in addition to receiving holiday credit of eight (8) hours at the straight time rate.

**Article XI        Benefits**

*Section 1:*        The University agrees to provide the benefits established by the State described on <http://humanresources.ku.edu/benefits-overview> . Updates regarding those benefits are also provided on this web page.

*Section 2:*        The University will provide employees with initial treatment of injuries arising out of and in the course of employment as provided by worker’s compensation. The current local worker’s compensation provider is Lawrence Memorial Hospital. Workers who are not in Lawrence when injured will currently be treated for injuries in other locations as authorized by worker’s compensation.

*Section 3:*        The University agrees to offer and make available State benefit programs, currently including:

- Health Insurance, including medical, dental, prescription drug, and vision coverage;
- Flexible Spending Accounts; Health Savings, and Health Reimburseme
- Life and Disability Insurance;
- Optional Group Life Insurance;
- Employee Assistance Resources;
- Retirement Programs;

- Retiree Benefits, including:
  - Sick and vacation leave payout upon retirement;
  - Health Insurance for Retirees;
  - Life Insurance for Retirees

The Union recognizes that these are State offered programs that may be changed or eliminated by the State at any time. The University agrees to provide notification as appropriate from the State to the Union-covered employees of any changes to or eliminations of these programs.

**Article XII                    Orientation**

New Employee Orientation sponsored by Human Resource Management welcomes new staff to campus and provides information about University facilities and services. Optional information is also provided about University benefits. Printed materials from external organizations are made available to staff members. The Union may provide Human Resource Management with mutually agreed-upon materials to be made available at the on-site New Employee Orientation. New staff covered by the bargaining unit will be informed of the location of the Memorandum of Agreement on the Human Resource Management website at the time of hire and also be notified of their opportunity to contact the Union. Upon request by the Union, Human Resource Management will provide a listing of home addresses for employees serving on probationary status with titles covered by the Union.

**Article XIII                  Parking**

Parking and bus transportation are coordinated by KU Parking and Transit. The services provided by that department are self-funded, and no parking permits are provided free of charge or at a reduced rate to any campus employee. Parking permits and access to bus transportation are available to KU employees as outlined on the Parking and Transit website.  
<http://www.parking.ku.edu>

**Article XIV                  Length of Service (Seniority)**

*Section 1:*                    Employees in the appropriate unit may be credited with length of service (seniority) according to the methodology established by the University.

*Section 2:*                    For employees as defined in section 1 of this article, length of service (seniority) lists containing employees' names, current job title and service date, with any adjustments for breaks in service, will be made available as of April 1 of each year and will be provided electronically to the Union upon request. If an error in a service (seniority) list is alleged by an employee in the appropriate unit, such alleged error must be called to the attention of the University within thirty (30) days of April 1. Employees in the appropriate unit shall have no right to challenge the listings beyond thirty (30) days of April 1.

*Section 3:* The University shall be responsible for establishing vacation schedules, where practical, vacation requests shall be considered by the department, taking into consideration staffing levels of the unit, necessary work to be performed, work record of the employee, length of service (seniority). Vacation requests must be presented in writing to the department head or his/her designee in accordance with the department policy.

*Section 4:* Work shift schedules and assignments shall be determined by the University. Major changes in work shifts and assignments of a work group shall be discussed with the Union prior to implementation. If a major change occurs in work shifts or assignments of a work group, the University will take into consideration for the work shift or assignment the following factors: needed staffing and skill levels of the employees, necessary work to be performed, work records of the employees, and length of service (seniority). When all other factors are determined by the University to be substantially equal, seniority among employees may be used as a determining factor in making shift assignments.

*Section 5:* a. Furloughs or temporary salary reductions necessitated by budgetary constraints will be handled in accordance with University policy.  
<http://policy.ku.edu/provost/furlough-temp-salary-reduction-policy>  
<http://policy.ku.edu/chancellor/furlough-authorization-policy>

a. When the University determines that a reduction of force is appropriate, layoff shall be conducted in accordance with the provisions of this section for covered employees considered eligible who are not serving on a new hire probationary status. Before invoking the layoff provision, the University will make efforts to place eligible qualified employees who are subject to layoff in existing vacant university support staff, covered positions determined to be essential within the layoff organizational unit as defined by the University for which they meet the required qualifications. For purposes of this section, qualified employees must have both acceptable performance and conduct records and meet the requirements of the position in which they are ultimately placed. A qualified employee who is transferred to or who accepts a demotion to a vacant position shall be placed on probation in that new position.

If layoff is implemented, employees serving on a new hire probationary status within affected job titles in a layoff organizational unit as determined by the University shall be laid off. No qualified eligible employee will be laid off if there is an employee serving on probationary status within the layoff organizational unit that can be displaced.



Should the University determine that layoff will affect employees not serving on probationary status in any given layoff organizational unit and job title, layoff order will be determined for each affected qualified employee by utilizing the following formula. Layoff scores shall be computed according to the formula:  $A \times 2 \times L$ , where A and L have the following values. "A" is the average of the 4 most recent performance review ratings of the employee (if available), and "L" equals the length of service, expressed in years. Length of service for a retired employee who has returned to work will be calculated on the same basis as a new hire. The average of the performance review ratings (the "A" value) shall be based on the following point scale: 9 = exceptional; 6 = exceeds expectations; 3 = meets expectations; 1 = needs improvement, and 0 = unsatisfactory.

In each separate job title, the qualified eligible employee with the lowest ranking in the layoff organizational unit shall be laid off first and others in ascending order.

When the University invokes the layoff and/or furlough provisions of this article in non-emergency circumstances for a significant number of covered employees as determined by the University, the University and the Union shall meet at least (forty-five) 45 days prior to the implementation of the furlough and/or layoff. The meeting shall be the Union's opportunity to provide input on the furlough and/or layoff employee notification process.

The University shall notify employees not serving on a new hire probationary status of layoff at least thirty (30) days prior to the effective date of such layoff.

## **Article XV                      Probation**

The University agrees that for employees in the appropriate unit:

*Section 1:* Initial appointments shall be subject to a probationary period of not less than six (6) months with the ability to extend the probation for a maximum of three (3) months, not to exceed a total of nine (9) months. The initial probationary period may be extended in order to give the employee the opportunity to correct performance or conduct deficiencies.

If an extension is determined by the employer to be appropriate, it must be made in writing and prior to the end of the first six (6) months of employment.

Supervisors shall provide feedback to employees on their performance during their probationary period.

*Section 2:* Employees who successfully completed probation at the University who reapply and are hired, shall be subject to the probationary terms of section (1) of this Article. This shall apply to employees seeking new hire or being promoted.

*Section 3:* After successful completion of new hire probation, an employee will have all rights to Union representation.

*Section 4:* Promoted employees shall be subject to a probationary period not less than six (6) months. Such period may not be extended. Employees serving on a promotional probationary period are eligible for Union representation. Employees who are unsuccessful in completing their probation may seek assistance from Human Resource Management in identifying and applying for other positions for which they meet the required qualifications. Employees, who fail to complete their probationary period after being promoted, shall be offered at the University's discretion, a voluntary return to the job title that they held prior to their promotion. The employee must meet the required qualifications for the position being offered, and a vacant and available position with that job title must exist. This section applies to covered positions only within Facilities Services and Central Operations and Maintenance.

## **Article XVI                    Announcing Job Openings**

*Section 1:* The University agrees that all new and vacant job openings will be listed on the University's online applicant system for seven (7) consecutive calendar days for internal vacancies and for ten (10) consecutive calendar days for external vacancies.

*Section 2:* All University vacancies shall be subject to such University Affirmative Action procedures as may be required by Federal and/or State Law, regulations or directives. All other things being equal as determined by the University, current employees who apply for posted job openings within the time specified, who meet the established qualifications for the position, and who are eligible for appointment shall be given first consideration over other qualified applicants. If all other things are equal as determined by the University, current employees with the greatest length of service meeting the established qualifications will be given first consideration.

*Section 3:* This procedure shall not be in derogation of the University's primary rights as enumerated in Article II of this agreement.

## **Article XVII**

### **Bulletin Boards**

#### *Section 1:*

The University shall select certain employee Bulletin Boards in sites accessible and frequented by employees in the appropriate unit and post on these bulletin Boards official Union notices provided these notices are signed by the Union agent and are presented to the Director of Human Resource Management, for his/her posting and removal, not more than ten (10) days nor less than six (6) calendar days in advance of the desired posting date. The parties by mutual agreement may modify the minimum six (6) day notice requirement. These materials shall be limited to notices of Union meetings, Union appointments, election results, and material similar to that which other labor organizations are allowed to post, involving employees in the appropriate unit. The Director of Human Resource Management, at his/her discretion, may approve other types of notices. No Union materials will be posted without prior approval by the Director of Human Resource Management. Posting of items will be conducted by the Department of Human Resource Management staff.

#### *Section 2:*

With the first violation by Union officials of the above, the Union will be required to meet with the University and provide an explanation. A second violation shall entitle the University immediately to revoke Section One (1) of this article and cancel the privilege granted therein. A violation of Section One (1) occurs where a Union official posts a notice without prior approval by the Director of Human Resource Management.

## **Article XVIII**

### **No-Strike or Lock-Out**

#### *Section 1:*

During the life of this agreement, there shall be no picketing, strikes, stoppages, slow-downs, or concerted refusals to work engaged in by the Union, any of its members, or unit employees, for any cause whatsoever.

#### *Section 2:*

The University agrees that there will be no lock-out of employees in the appropriate unit as a result of a labor dispute.

## **Article XIX**

### **Steward System**

#### *Section 1:*

The University agrees to recognize stewards who have been designated by the Union to serve in this capacity. It shall be the responsibility of the Union to notify the Director of Human Resource Management in writing upon designation or resignation or removal of a steward. The number of stewards, selected from among employees in the appropriate unit, shall not exceed one (1) chief steward and seven (7) line stewards for a minimum term of one (1) year. It is agreed that the Union in appointing such stewards does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization.

*Section 2: (a)*

The function of the line steward is to serve as a Union point of initial contact and information for all employees in the appropriate unit.

Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing formal grievances or other appropriate matters directly related to the work situation of the employees. Reasonable time for this purpose shall be interpreted to mean up two (2) hours per week total for all grievances or other appropriate matters in the steward's assigned area. Extension of this time limit may be authorized by the Appointing Authority or his/her designee and will not be unreasonably denied. The steward is permitted to discuss the grievance or other appropriate matter with the employee or employees immediately concerned and if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Before attempting to act on any employee formal grievance, the steward will insure that the employee has discussed the matter with his/her supervisor. The steward may be present during the discussion of the formal grievance between employee and the supervisor if the employee so requests. Before leaving his/her work assignment, the steward will request permission of his/her immediate supervisor and advise him/he

- (1) that his/her absence involves a grievance or other appropriate matter;
- (2) the location to which he/she is going.

- (b) It is understood that the work and service provided by the University of Kansas, Lawrence campus are the primary concern and such requests for absence on Union business for grievances or other appropriate matters will be evaluated by the supervisor in light of the steward's assigned work and the conditions existing at the time. If the supervisor feels that he/she cannot excuse the steward at the requested time, he/she should advise the steward of the time he/she may be excused. On arriving at his/her destination, the steward will seek out the person in charge and advise him/her of (1) the purpose of his/her visit; (2) the name of the employee he/she wishes to see. The supervisor will normally make the employee available. If the employee is not available because of work demands, the supervisor will inform the steward when the employee will be available. In cases in which an employee is not immediately available, the steward's time spent traveling to/from the aggrieved employee's location will not be charged against the two-hour period set forth in subsection (a) above.
- (c) A formal grievance shall be defined as a grievance officially filed within the provisions of the Grievance Procedure set forth within this Agreement.

*Section 3:* The function of Chief Steward is to assist the line stewards when necessary. He/she will observe the procedures set forth in Section 2 of this article, and will perform the Chief Steward's duties as expeditiously as possible.

*Section 4:* It is agreed that the time off during working hours granted to stewards will not be used for discussing any matters connected with the internal management and operation of the Union; the collection of dues or assessments; the solicitation of membership; campaigning for elective office in the Union; the distribution of literature; or the solicitation of grievance or complaints.

*Section 5:* An employee desiring to leave his post to discuss an appropriate matter with a Steward will obtain prior permission from his/her supervisor.

## **Article XX** **Grievance Procedure**

*Section 1:* Disputes should be resolved informally at the lowest possible level. However, if informal resolution is not possible, a dispute over the interpretation or application of the provisions of this agreement shall be settled in the manner outlined in this Article for employees eligible for Union coverage, except as noted in Article XXIV, Discipline and in Article XXI, Employee Evaluation and Appeal.

Employees eligible for Union coverage must, without any action required by the University, contact the Union for representation and assistance in the preparation of formal grievance documents and in the resolution of the formal grievance. Employees may invoke their rights to Union representation without presenting a formal written request to the University. However, prior to the meeting, the employee will inform Human Resource Management if a Union representative will accompany the employee to any meetings with University supervisors or managers.

The Union and the University agree that a representative of each will meet quarterly, as needed, to discuss any matters of concern or interest that may arise from time to time.

Step 1: The employee(s) raising the grievance or his/her representative shall present the grievance or dispute to the employee's immediate supervisor or to Human Resource Management. Grievances shall be on written forms jointly approved by the Union and the University, with copies to the supervisor and the Department of Human Resource Management. The employee may also provide a copy of the form to the Union.

The employee(s) or his/her representative shall provide the grievance to his/her supervisor or Human Resource Management within five (5) working days of the occurrence being grieved, or the grievance is waived. For purposes of this section, working days will be measured based on the grieving employee's work schedule.

The supervisor or Human Resource Management shall review the grievance and respond to the employee(s) within five (5) working days of the grievance's presentation. For purposes of this section, working days will be measured based on the responding supervisor's work schedule. The original response will be presented to the employee, with copies to the supervisor or Human Resource Management. The employee may also provide a copy of the form to the Union.

Step 2: If the grievance has not been settled in Step 1 or if the resolution of the grievance is not within the authority of the supervisor, the employee(s) or the employee's representative will present the grievance to the Department Head or Human Resource Management. As in Step 1, the grievance must be in writing, on forms jointly approved by the Union and the University. Grievances must be presented within ten (10) working days after the answer to Step 1 is due, whether or not the supervisor actually responded. The employee may also provide a copy of the form to the Union.

The Department head or designee shall provide his or her response to the employee or his/her representative and to the Director of Human Resource Management in writing within ten (10) working days from the receipt of the grievance. The employee may also provide a copy of the response to the Union.

Step 3: If the grievance has not been settled in Step 2, the employee(s) may submit his or her updated grievance form (Step 3) to the Director of Human Resource Management within five (5) working days after the response from Step 2 was received. The employee may also provide a copy of the form to the

Union. The Director or his/her designee shall meet with the employee and/or his representative to obtain information regarding the grievance. The Director or designee shall provide the final resolution in writing to the grievant(s) and any designated employee representative within ten (10) working days.

Step 4: If the matter is not resolved through investigation and consultation by the Director of Human Resource Management or his or her designee, the grievance will advance to the Labor Management Committee within five (5) working days of the receipt of the Step 3 appeal. The committee shall meet and review the matter within fifteen (15) working days of referral unless good cause justifies an extension.

The Labor Management Committee will consist of five (5) members for 2-year rotating terms: two chosen by the Union, two chosen by the University and one chosen by University Governance from among the available faculty Law School members of the University Judicial Board. The Labor Management Committee will convene to review the matter within fifteen (15) working days of referral.

Prior to participating on a particular grievance hearing committee, Committee members will be expected to sign a statement confirming that the Committee member is unaware of any reason that would preclude the member from acting fairly and impartially in deciding the matter before the Committee and is not knowledgeable of the case being brought before the Committee

Both the grievant and the University may call witnesses and present evidence before the Labor Management Committee. The University agrees to furnish the grievant or his/her representative with a copy of the employee's personnel file, if the employee requests a copy of such. The grievant and the University agree that they will exchange in advance any documents they will present as evidence during the hearing. The grievant may request official records in the Employer's possession that are relevant to the grievance and not unduly burdensome to obtain as determined by the Associate Vice Provost for Human Resource Management. After hearing all evidence and witnesses, the Labor Management Committee will convene in closed session to rule on the grievance. The hearing will be reconvened once a recommendation has been determined, announced to the parties, and the recommendation shall be provided in writing to the Director of Human Resource Management and the parties involved in the grievance within five (5) days of the hearing.

No later than ten (10) working days after the final written recommendations of the grievance committee, the Director of Human Resource Management or designee shall provide a written final resolution to the respondent, grievant, and, if applicable, to the employee representative. This decision is not appealable. Should the Director of Human Resource Management or his/her designee depart from the recommendation of the Labor Management Committee, reasons for doing so will be provided in writing to the parties.

Before making the final decision on the grievance, the Director of Human Resource Management may consult with the University administration (i.e. Associate Vice Provost, Vice Provost, etc.).

The decision of the Director of Human Resource Management constitutes the final agency action of the University, an agency of the State of Kansas.

*Section 2:* At any step of the grievance process a grievant may withdraw a grievance by writing to the Director of Human Resource Management stating his or her desire to withdraw the grievance. Human Resource Management will provide copies of that written statement to all parties involved in the grievance.

**Article XXI Employee Evaluation and Appeal**

*Section 1:* An electronic employee evaluation shall be prepared and furnished each employee covered by this agreement. Such evaluations shall be made at least annually; however, the Appointing Authority (campus Director of Human Resource Management or his/her designee) may at any time approve, with appropriate notice to the employee, a special evaluation.

*Section 2:* The employee shall be involved in the development of goals on which his or her job performance is rated, be given feedback on each of these goals, and be given his or her final rating as assigned by the rater(s) after its completion. The actual rating of each employee shall be made by the employee's immediate supervisor, or by other qualified person(s) designated by the Appointing Authority (or his/her designee).

The employee will be awarded one of five (5) performance ratings: Exceptional, Exceeds Expectations, Meets Expectations, Needs Improvement, and Unsatisfactory. Performance ratings will be used in the layoff process in accordance with Article XIV, section 5 of this memorandum.

The employee shall be given the opportunity to electronically acknowledge an evaluation as evidence that he or she has been informed of the evaluation, but such acknowledgement shall not abridge the eligible employee's right



of appeal if he or she disagrees with the overall evaluation rating of unsatisfactory.

*Section 3:*

An employee who has successfully completed probation who receives an evaluation with an overall rating of Unsatisfactory may appeal the evaluation. Appeals must be delivered in writing to the Appointing Authority (or his/her designee) within seven (7) calendar days of the receipt of the evaluation. Appeals may be hand-carried or sent via certified mail. If an appeal is hand-carried, the Appointing Authority (or his/her designee) will issue a written confirmation of receipt. The written appeal must include the reason(s) the employee feels he or she has been unfairly rated. The appeal process will normally be completed within thirty (30) working days of the Appointing Authority's receipt of the appeal. Extensions of time may be granted if determined appropriate by the chairperson of the appeal committee.

An employee serving on probationary status shall not have the right to appeal an evaluation.

*Section 4:*

Following receipt of the employee's written notice of appeal, the Appointing Authority (or his/her designee) shall appoint a committee of three (3) or more persons to hear the appeal.

Human Resource Management will select and appoint the committee chairperson. Human Resource Management will make every reasonable effort to appoint a chairperson who has had previous experience serving on an appeal committee, although preferably not within the last twelve (12) months. The chairperson will have no conflict of interest and will not be a member of the appellant's department. If the employee or rater/reviewer feels that a conflict of interest exists for the chairperson, or chairperson candidates, either may submit a written objection to the appointing authority (or his/her designee) for consideration in appointing the chairperson or evaluating the chairperson's continued eligibility.

The appeal committee members will be selected from the standing appeal committee of university employees. Subject to the approval of the Appointing Authority (or his/her designee), the employee will select one committee member, and the rater/reviewer will select one committee member; the names of each will be made available to the employee and the rater(s)/reviewer(s). The appeal committee candidates shall not include the initial rater or raters, department members, union stewards, or persons with conflicts of interest. The name, department, years of University service, and job title of individuals on the standing appeal committee will be made available to the employee to assist in selecting a committee member.

*Section 5:* The appeal committee shall consider such evidence as may be offered by the employee and the rater(s) and as it may secure on its own initiative.

The employee may be represented by the Union in the appeal process and hearing at no cost. The employee may instead choose at his/her own expense to be represented in the appeal process and hearing by an individual of his/her choice outside of or in addition to Union representation.

The rater/reviewer may be represented by another individual of his/her choice in the appeal process and hearing.

The employee or the rater/reviewer may also request to have witnesses testify at the hearing. Any employee filing an appeal will receive notification of his/her right to call witnesses and be informed of any necessary procedures for identifying and calling such witnesses.

Any employee filing an appeal or any employee appearing as a witness must be free of any reprisal for attending, and coercion as to testimony presented.

The appeal hearing process will result in a final rating for the employee. This rating may be higher than the original rating, or the same. The rating completed by the committee is not subject to further appeal.

## **Article XXII      Safety**

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

At least once each six (6) months all employees covered by the memorandum of agreement will attend a department and/or section safety meeting to become better informed on safe work habits and safety rules.

The University shall comply with all applicable federal, state, and local safety laws, rules and regulations. The University agrees to provide protective devices and other required equipment for the work performed.

All employees shall be alert to any unsafe conditions and promptly report such unsafe conditions to their supervisors.

Each department, with employee input, shall designate a contact person(s) to allow for employee recommendations on safety. Such recommendations can also be made to the Directors of Human Resource Management and of Environmental Health and Safety (or designees).

Supervisors shall see to the prompt investigation and correction of unsafe conditions, if warranted. If the supervisor is unable to correct the condition, it shall be referred to the department head. In

the event the unsafe condition is not corrected, the department head or the employee(s)/Union, or both, may take the matter to the Director of Human Resource Management. After consultation with both parties, and if determined to necessary the Director of Human Resource Management or his/her designee shall promptly investigate the unsafe condition and give the employee and the department head a written answer as to the disposition of the matter.

A University safety committee shall have adequate representation from the appropriate departments and from the Environmental Health and Safety Office. The committee shall meet as scheduled. The purpose of the Safety Committee is to make safety recommendations to the directors(s) of the departments with employees covered by this Agreement.

The University shall in writing, with a copy furnished to the Union, call to the attention of individual employees unsafe behaviors such as, but not limited to, those noted in K.S.A. 44-501: failure to use protective guards and devices provided by the University; dangerous horse-play, proven influence of intoxicants or controlled substances, gross inattention or negligence, operating equipment in a reckless manner, etc. The Union, in writing, shall call to the attention of the University any supervisor who directs employees to work in spite of claims of unsafe conditions.

### **Article XXIII            Job Descriptions and Job Titles**

Departmentally initiated changes in job descriptions for any position shall be discussed with the incumbent employee before implementation.

In circumstances where alterations to job titles specified in Article I of the Memorandum of Agreement or when the University no longer uses job titles specified in Article I of the Memorandum of Agreement, the University will notify the Union in writing.

### **Article XXIV            Discipline**

*Section 1:*            A supervisor may provide guidance and feedback, both verbal and written, to an employee in the course of conducting University business. Such guidance and feedback are not discipline and therefore are not subject to the provisions of this article.

The University reserves the right to counsel, reprimand, suspend, demote, discharge or otherwise discipline employees, for just cause, for misconduct and/or performance. The reasons for such actions include, but are not limited to, violations of University policies, state or federal laws, inappropriate conduct, and/or provisions of this Agreement.

Probationary employees may be disciplined or discharged at the sole discretion of the University without recourse to the provisions of this Memorandum. Employees who have previously successfully completed a probationary period upon initial hire or promotion are entitled to Union representation when appealing a report of employee misconduct to the Director of Human Resource Management or designee, when discussing

proposed disciplinary action with the Appointing Authority or designee and when appealing to the Disciplinary Action Hearing Board.

The University generally practices progressive discipline, including verbal counseling, a written reprimand, suspension with or without pay, and dismissal. However, the University reserves the right to consider the nature of the employee's misconduct and/or inadequate performance when considering whether discipline is appropriate and when determining the appropriate level of disciplinary action. All discipline shall be initiated in a reasonable time not to exceed one hundred and eighty (180) days from the later of the date of the event giving rise to the discipline or from the date when Human Resource Management became aware of the event. In extenuating circumstances, the University may extend this time limit.

*Section 2:*

Verbal counseling may precede a written reprimand. Verbal counseling and written reprimands will be documented and presented electronically, be discussed with the employee, and be included in the employee's official personnel folder. Verbal counseling and written reprimands will be retained electronically. The electronically recorded reprimand is usually the first step of progressive discipline.

The reprimand will be electronically available to the employee and be part of an employee's official personnel file. The reprimand will be considered active for twenty-four (24) months from the date issued unless further incidents of misconduct occur; otherwise, it will serve only as a record that discipline took place and be considered a part of an employee's work history. The employee may provide a copy of these reprimands to the Union. The verbal counseling and reprimands will be considered when determining the appropriate level of any subsequent disciplinary action. If an employee feels that the reprimand is unjustified, he/she may contact Human Resource Management within seven (7) calendar days of acknowledging the reprimand to appeal the action. At the employee's discretion, the employee may be accompanied or represented at the meeting with Human Resource Management should he/she so desire, by a union representative or an individual of his/her choice. Should the employee wish representation outside of or in addition to Union representation, that representation will be at the employee's expense. Human Resource Management must be notified forty-eight (48) hours in advance of the meeting that the employee will have representation. Non-disciplinary meetings with supervisors for purposes of counseling, performance feedback, providing direction, and the like do not give rise to the right for union or other representation.

*Section 3:*

In certain instances involving employee misconduct, more severe disciplinary action may be required, including suspension, involuntary demotion or dismissal.

An employee who has successfully completed the current probationary period may not be suspended, demoted or dismissed without authorization of the Department of Human Resource Management. The department head or designee shall report any cause for recommending suspension, involuntary demotion or dismissal of university support staff to the Director of Human Resource Management or designee.

If disciplinary action is considered appropriate, the Director of Human Resource Management or designee shall give written notice to the employee. The notice shall include a statement of the reasons for the proposed action, the effective date, and notice of the opportunity to present mitigating reasons why the proposed disciplinary action should not take effect. Additionally, if conditions warrant, the Director of Human Resource Management or designee may relieve the employee of duty, or change the employee's duties during the period between the notice and the effective date of disciplinary action.

*Section 4:*

When an employee is proposed for suspension, involuntary demotion, or dismissal, the employee has a right to meet with the Director of Human Resource Management or his/her designee to discuss the proposed action by replying in writing, appearing in person, or both, in the timeframe offered. An employee who has completed the current probationary period may also appeal a suspension, involuntary demotion or dismissal to the University's Disciplinary Action Hearing Board within fourteen (14) calendar days after the effective date of the disciplinary action.

The Union will identify five (5) KU employees covered by the Union who are able to serve on the Disciplinary Action Hearing Board. Union stewards are ineligible for service on the Disciplinary Action Hearing Board because their involvement would not be impartial and represents a conflict of interest. The Provost will appoint one as a regular member of the Board and one as an alternate. Both will receive Board training provided by the University. The Union designee will only participate in those hearings which affect KU employees covered by the Union and will in all other ways comply with the University's Guidelines for Disciplinary Action Hearing Board for University Support Staff. Lack of a Union assigned designee will not delay the convening of or proceedings of the Disciplinary Action Hearing Board. Unforeseen, urgent circumstances with the availability of an assigned Union designee may result in rescheduling the hearing.

At the employee's discretion, the employee may be accompanied or represented at the meeting should he/she so desire, by a union representative or an individual of his/her choice. Should the employee wish representation outside of or in addition to Union representation, that representation will be at the employee's expense. The Governance Office must be notified forty-

eight (48) hours in advance of the meeting that the employee will have representation. The appeals process for disciplinary actions shall be conducted according to the University's Guidelines for Disciplinary Action Hearing Board for University Support Staff on the Governance Office website. Questions regarding the hearing process should be directed to the Governance Office. The University will notify the Union of any changes made to the Disciplinary Action Hearing Board for University Support Staff Guidelines prior to their implementation.

<http://www2.ku.edu/~unigov/dahb.shtml>

**Article XXV            Lie Detector Tests**

The University agrees that for matters covered by the articles of this memorandum of agreement, no employee will be required to take a lie detector test as a condition of retaining his/her employment. If an employee is asked to take such a test in a voluntary basis, and declines, no assumption of guilt or innocence will be made as a result of the refusal.

**Article XXVI           Policy and Procedures**

The University maintains a policy library for its employees. These policies shall not be in conflict with this agreement. The University agrees to meet with the Union on topics opened pursuant to Article XXXI of this Memorandum.

**Article XXVII           Personnel Records**

Employees upon request shall have the opportunity to review their official personnel file. Personnel records may not be removed from the office. If the department maintains a departmental file on employees, the employees may also review that record. The file maintained in the department office shall not be the official personnel file and will not be offered in evidence in disciplinary matters except as an indication that oral counseling occurred if the employee claims that no such counseling occurred. Employees shall be advised of all negative work related items inserted in their personnel files.

**Article XXVIII        Impasse Procedure**

*Section 1:* If, in the course of meet and confer meetings, either the University or the Union concludes that an impasse has been reached on a remaining issue or issues not preempted by Legislative authority or the authority of the Board of Regents as established by the Kansas Constitution, either party may request mediation of the impasse by furnishing the other party with a statement of its present position(s) in writing together with a notice of intent to request mediation. Within five (5) days of receipt of the notice, the other party may submit, in the interest of settlement, a counter proposal. Failure to submit a counter proposal within five (5) days will constitute joint agreement to proceed with mediation.

*Section 2:* If, after discussion between the parties of a counter proposal, both parties conclude that an impasse still exists, the parties shall jointly request mediation of the Kansas Public Employee Relations Board.

*Section 3:* The mediator's services will be terminated as the parties, in consultation with the mediator, may decide, provided that the mediation period shall not extend beyond a seven (7) calendar day period unless both parties agree to a longer period.

*Section 4:* If mediation efforts have not resulted in agreement on the issue or issues, either party may request fact-finding by furnishing the other party with a statement of its present position(s) on the remaining issue or issues in writing together with a notice of intent to request fact-finding. Within ten (10) days of receipt of the notice, the other party may submit, in the interest of compromise, a counter proposal. Failure to submit a counter proposal will constitute joint agreement to proceed with fact-finding. If, after discussion between the parties of a counter proposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request the appointment of a fact finder

*Section 5:* The parties in a joint application to the Kansas Public Employee Relations Board, shall request a list of five (5) persons, each qualified to serve as the impartial fact finder. Upon receipt of the list of five (5) persons, the University and the Union shall determine by lot the order in which they will strike names and thereafter each shall in the order alternately eliminate one name until only one name remains on the list, and that person shall become the fact finder. The fact-finder will convene the proceedings as expeditiously as possible.

*Section 6:* As provided by K.S.A. 75-4332(g) the cost of mediation and fact-finding services provided by the Public Employee Relations Board shall be borne by the Secretary of the Department of Labor.

*Section 7:* Efforts of the fact-finder shall relate only to the unresolved issue or issues at the time of appointment. The fact finder shall convene the fact finding as expeditiously as possible and present, in writing to both parties, his/her findings and recommendations for resolution of the issue or issues.

## **Article XXIX            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. Any provision of the agreement which is based upon any valid law or Department

of Administration Regulation, all or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently amended and changed.

This agreement constitutes the entire agreement between the parties and precludes, except by mutual consent, meeting and conferring on any subject, whether included in this agreement or not, for the duration of this agreement.

**Article XXX                    Approval of Memorandum of Agreement**

It is agreed by and the between the University and the Union that this memorandum of agreement shall be submitted to the Board of Regents and the Secretary of Administration for approval or rejection and, if approved the agreement or specific provisions thereof will be submitted for other approvals as may be required by law. Further, the parties agree that any provisions of this memorandum of agreement which requires passage of legislation for its implementation shall be submitted to the legislature at its next regular session and if approved, shall become effective on a date specified by the legislature.

**Article XXXI                    Duration and Termination**

This memorandum of agreement shall become effective on the first day of the month following approval by the Board of Regents and Secretary of Administration except for those provisions of the agreement which state herein or otherwise by law require the approval of the Governor and/or the Legislature. When the approval is obtained, this memorandum of agreement shall remain in effect until July 1, 2018.

The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not less than sixty (60) days nor more than ninety (90) days prior to the expiration date that it desires to modify or terminate this agreement, as the case may be. If notice to modify is given, it shall contain a statement of modifications desired, and meet the confer sessions shall begin no later than thirty (30) days prior to the expiration date.



**Appendix A – Salary Ranges for Job Titles Covered by 1290PE -  
March 31, 2016**

<b>Job Title*</b>	<b>Structure &amp; Grade</b>	<b>Hourly Minimum</b>	<b>Hourly Maximum</b>
Boiler Operator	A8	\$17.65	\$26.47
Boiler Operator Senior	A8	\$17.65	\$26.47
Boiler Technician	A9	\$19.86	\$29.78
Carpenter	A8	\$17.65	\$26.47
Carpenter Senior	A8	\$17.65	\$26.47
Custodian	A4	\$11.54	\$16.43
Electrician	A9	\$19.86	\$29.78
Electrician Senior	A9	\$19.86	\$29.78
Electronics Technician	A8	\$17.65	\$26.47
Equipment Mechanic	A8	\$17.65	\$26.47
Equipment Mechanic Senior	A8	\$17.65	\$26.47
Equipment Operator	A7	\$16.01	\$23.21
Food Service Worker	A4	\$11.54	\$16.43
General Maintenance & Repair Technician	A6	\$14.23	\$20.63
General Maintenance & Repair Technician Senior	A7	\$16.01	\$23.21
General Maintenance Worker	A5	\$12.65	\$18.34
HVAC Technician Senior	A9	\$19.86	\$29.78
HVAC Technician	A9	\$19.86	\$29.78
Instrumentation Technician	A9	\$19.86	\$29.78
Landscape Worker	A4	\$11.54	\$16.43
Landscape Worker Senior	A5	\$12.65	\$18.34
Locksmith	A6	\$14.23	\$20.63
Locksmith Senior	A7	\$16.01	\$23.21
Mason	A7	\$16.01	\$23.21
Mason Senior	A8	\$17.65	\$26.47
Painter	A7	\$16.01	\$23.21
Painter Senior	A8	\$17.65	\$26.47
Plumber	A8	\$17.65	\$26.47
Plumber Senior	A9	\$19.86	\$29.78
Parking Officer - Parking	A5	\$12.65	\$18.34
Pump Mechanic	A8	\$17.65	\$26.47
Sheet Metal Worker	A8	\$17.65	\$26.47

Sheet Metal Worker Senior	A8	\$17.65	\$26.47
Steam Fitter	A8	\$17.65	\$26.47
Steam Fitter Senior	A9	\$19.86	\$29.78
Storekeeper	B6	\$14.24	\$19.93
Welder	A8	\$17.65	\$26.47
Welder Senior	A9	\$19.86	\$29.78

SIGNATURE PAGE

IN WITNESS THEREOF, the undersigned have hereto set their hands \_\_\_\_\_, 2016.

The University of Kansas

B. Gray-Little 4/21/2016  
Bernadette Gray-Little Date  
Chancellor

Jeremy Hendrickson  
Jeremy Hendrickson Date  
Business Manager/Secretary  
Laborers' International Union of North America,  
Public Service Employees Local Union 1290PE

The Board of Regents of the State of Kansas

Shane Bangerter  
Shane Bangerter, Chairperson Date

The State of Kansas

Sarah Shipman 6/20/16  
Sarah Shipman Date  
Secretary of Administration

Executed pursuant to action taken by  
The Board of Regents on June 15, 2016.