

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

November 26, 2025

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Memorandum of Agreement modified on June 26, 2025 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 appropriate unit appointed on a temporary 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
- Fire Safety and Systems Technician
- Food Service Worker
- General Maintenance and Repair Technician
- General Maintenance and Repair Technician - Electrician
- General Maintenance and Repair Technician - HVAC
- General Maintenance and Repair Technician - Plumbing
- General Maintenance and Repair Technician Senior
- General Maintenance Worker
- HVAC Technician
- HVAC Technician Senior
- HVAC Specialist

- Instrumentation Technician
- Landscape Worker
- Landscape Worker Senior
- Lead Custodian
- Locksmith
- Locksmith Senior
- Painter
- Painter Senior
- Parking Officer
- Plumber
- Plumber Senior
- Pump Mechanic
- Pump Mechanic Senior
- Recycling Technician
- 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 purposes stated regarding its use.

Article II Management Rights

Section 1: 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 to administer the functioning of all the 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.

Section 2: 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, timeframe, complexity and/or externally imposed requirements of a project require. Privatization of work shall be defined as a permanent transfer of work from University Support Staff to a private entity.

Article III Employment Organization Membership & Non-Discrimination

Section 1: Bargaining unit employees will have the right to form, join, and participate in Union activities of their own choosing, for the purpose of meeting and conferring with the university or with their Union representative with respect to grievances and conditions of employment (i.e., salaries, hours of work, wages, and benefits).

Bargaining unit employees also will have the right to refuse to join or participate in Union activities and they will not be coerced, intimidated, or otherwise forced by the University or Union to join or refrain from joining the Union as a condition of employment.

The University will make a reasonable effort to notify the Union prior to the implementation of any changes in working conditions. The University retains the sole right to determine, implement and change all policies affecting the university. Specific provisions that have been agreed to and memorialized in this Agreement will supersede University policy.

Section 2: 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 Resources website.

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

Section 4: 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 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 IV – Wages

Section 1: Salary Structure and Market Adjustments

The University has established salary ranges and job titles for covered positions as provided in Appendix A (2025). Covered job titles are listed in Article I of this Memorandum of Agreement. Salary ranges for job titles are maintained on the Human Resources website. In the event of any discrepancies between Appendix A and the website, the website shall prevail:

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

During the term of this MOA, the University may, at its discretion and when funds are available, and without the necessity of meeting and conferring, make periodic adjustments to the salary structure to reflect market conditions identified through university-led market studies. However, prior to implementation, the University will provide the Union an opportunity to offer input.

Section 2: Merit-Based Pay and Eligibility Criteria

The University adheres to the principle of merit-based pay. If funds become available for salary increases, covered employees will be eligible based on the following criteria:

- Appointment to a regular (non-temporary) position.
- Not in a probationary status.
- A current performance evaluation rating of “**meets expectations**” or **higher**.
- No formal disciplinary action imposed, including suspension or involuntary demotion, during the calendar year preceding the date of the increase.

Eligibility for merit increases is not a guarantee of award. If a merit pool is identified during the term of this agreement, the University will allocate increases based on its established merit principles, which include but are not limited to the criteria listed above. Merit increases are not subject to appeal and are governed by the provisions of this Article.

Section 3: 2025 Adjustment

Effective July 20, 2025, covered bargaining unit employees will be paid at least \$17.20/hour (annualized at **\$35,776**) and within the salary ranges set forth in the 2025 Updated Salary Structure in **Appendix A (2025)** for their job title.

Employees already within their salary ranges, and who meet the criteria for merit increases in Section 2 above will receive, effective July 20, 2025, a four percent (4%) increase to their hourly wage.

Additionally, effective July 20, 2025, employees reclassified into the following job titles will receive new offer letters and be placed at either the new grade minimum or granted a 4% salary increase, whichever results in a higher hourly wage:

- Fire Safety and Systems Technician
- GMRT – Electrical
- GMRT – HVAC
- GMRT – Plumbing
- HVAC Specialist
- Lead Custodian
- Recycling Technician

Section 4: Annual Reopener

The parties agree to reopen this Article IV (Wages), including Appendix A, annually for the purpose of meeting and conferring about wages. Notification to reopen must be provided no later than October 1 by either party.

Article V Compensatory Time, Overtime Assignment, and Shift Differential

Section 1: Compensatory Time

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 hours in a 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 90 hours of comp time (=60 hours of overtime worked).

Employees whose comp hours accrued exceed this limit must be paid overtime at the time and a half rate for those hours in excess of the 90 hour limit.

Section 2: Assignment of Compensatory Time or Overtime

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 in a work week 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 (1.5) 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 the employee's normal forty hour work week. Supervisors will assign overtime to bargaining unit employees fairly and equitably per sections 3 and 4 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 or work schedule shall not be adjusted to avoid the payment of holiday compensation.

Section 3: Voluntary Overtime

Excluding emergencies and when employees are normally required to work on holidays and/or weekends, the University will distribute overtime work on a voluntary basis. When overtime is available, the University will make every reasonable effort to adhere to the following protocol:

1. Electronically communicate to all qualified employees that normally perform the work for which overtime is being offered. The overtime request will include: description of work, location, anticipated arrival and departure time, nature and/or timeframe of the event (if applicable), and deadline to respond.
2. When more volunteers are available than needed to perform the overtime work, employees will be selected based on seniority.

Section 4: Involuntary/Mandatory Overtime

Nothing in this article will be considered as a limitation on management's right to make mandatory/involuntary overtime assignments.

If there are insufficient qualified volunteers for the overtime activity, or if a specialized skill set is required to perform the necessary job task, the University reserves the right to assign overtime to employees as determined appropriate by the University.

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 KU Operations.

Section 5: Shift Differential

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.

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 three (3) dollars per hour. This shall apply to those hours during which the employee was assigned to be on stand-by.

Section 3: Employees shall receive their appropriate rate of pay for actual hours worked, including overtime where applicable, in addition to the three (3) 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 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 12:00 a.m. Sunday, and ending at 11:59 p.m. 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 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: Alternation 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 interest 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 the employee's 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 Unit Director generally has final authority in approving, modifying or revoking flex time adjustments within their 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 Resources will have final authority in approving, modifying or revoking flex time adjustments.. 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 (the Chief Human Resources Officer and Senior Vice Chancellor or designee) 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: Vacation Leave

- a. Each university support staff employee in a regular position shall earn vacation leave

in accordance with the published schedule as detailed on the Human Resources website <https://humanresources.ku.edu/vacation-leave> unless the Kansas Board of Regents policy dictates otherwise.

b. Bargaining unit members are subject to the leave accrual limitations set by policy that can be accumulated in a one-year period. Vacation leave accrued cannot exceed 176 hours per fiscal year. Bargaining unit members who have accrued 304 hours may not accrue any additional leave time until the leave balance is under 304 hours.

c. The number of vacation hours earned during a pay period is based on the number of hours in paid status during that pay period as outlined in the chart below for all non-exempt employees. Paid status is a sum of the hours worked, paid leaves, and holiday credit. Leave without pay and unpaid absences do not account in paid status nor toward leave accruals.

Number of Paid Hours Worked During a Pay Period	Number of Vacation Leave Hours Earned per Pay Period
0 to 9	0.0
10 to 19	1.0
20 to 29	2.0
30 to 39	3.0
40 to 49	4.0
50 to 59	5.0
60 to 69	6.0
70 to 79	7.0
80 or more	8.0

Non-exempt employees shall only use vacation leave in increments of a quarter (.25) of an hour. Consistent with the needs of the University, requests for vacation leave will be made to the supervisor in advance for review and approval. Approval will be withheld only for good and sufficient reason(s).

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.

Section 3: Sick Leave Earnings Schedule

Each university support staff employee in a regular, non-exempt position shall accrue sick leave based upon the number of hours worked during a pay period as outlined in the schedule below.

Number of Paid Hours Worked During a Pay Period	Number of Sick Hours Earned per Pay Period
0 to 7	0.0
8 to 15	0.4
16 to 23	0.8
24 to 31	1.2
32 to 39	1.6
40 to 47	2.0
48 to 55	2.4
56 to 63	2.8
64 to 71	3.2
72 to 79	3.6
80 or more	3.7

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 is detailed on Human Resources website: <https://humanresources.ku.edu/sick-leave>.

Hours in pay status shall not include overtime hours worked, additional hours for which the employee has been paid, and holiday compensation earned. However, hours in pay status shall include time off while receiving workers' compensation wage replacement for loss of work time.

Employees shall use sick leave increments of a quarter (1/4) of an hour. Approved uses of sick leave is available in University policy available at <https://policy.ku.edu/human-resources/sick-leave>.

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

Bargaining unit employees who cannot work because of documented illness or disability may be required to use sick leave. Upon exhaustion of sick leave, employees may be required to use any other available leave. Upon request, the employee will provide a written release, issued by a licensed healthcare professional, documenting the employee's ability to return to work.

Section 4: Shared Leave

Employees are eligible to donate and receive shared leave, consistent with the University's Shared Leave Policy (<https://policy.ku.edu/human-resources/shared-leave>).

Section 5: 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. See the University policy <https://policy.ku.edu/human-resources/jury-witness-service> for details.

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.

Section 6: Bereavement Leave

Employees appointed to regular (non-temporary) positions 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. Details are available in the University's Bereavement Leave policy at <https://policy.ku.edu/human-resources/bereavement-leave>.

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 bereavement leave shall be at the discretion of the University, based on factors or relationship, travel time and demonstrated need. 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.

Section 7: Other Leaves:

Available on the Human Resources website: <https://humanresources.ku.edu/time-and-pay>.

Article X **Holidays**

Section 1: Holidays designated by the Governor shall be granted to staff and shall be listed

on the Human Resources 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 Jr. Day	Thanksgiving Day
Juneteenth	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	One Discretionary Holiday
Labor Day	

As determined by the University, in addition to the above holidays, other days designated as holidays by the Governor as days state offices will be closed may be considered holidays with pay for employees in the bargaining unit. All holidays are posted at the University Human Resources website at <https://humanresources.ku.edu/holiday-listing>.

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 may provide employees with initial treatment of injuries or illness arising out of and in the course of employment as provided by worker's compensation. The process for reporting injuries or illness can be found on the Human Resources website: <https://humanresources.ku.edu/workers-compensation> and in the University's Worker's Compensation Policy: <https://policy.ku.edu/human-resources/workers-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 Reimbursement
- 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 employees are provided onboarding support through the Office of Human Resources to complete all required hiring paperwork, cover important topics, and provide follow-up information, and resources. All employees have full access to KU's New Employee Welcome page at <https://newhires.ku.edu/> covering benefits, programs and perks employees may be eligible for.

New employees will receive new employee orientation within their designated/assigned unit and are required to follow all university training policies and deadlines. A Union representative may meet with a new bargaining unit employee for 15 minutes on or after the fifth working day. Such meetings are the responsibility of the Union to schedule and must be coordinated with the supervisor in advance and during the employee's scheduled work hours.

New staff covered by the bargaining unit will be informed of the location of the Memorandum of Agreement on Human Resources website and also be notified of their opportunity to contact the Union through the official offer letter of employment. Upon request by the Union, Human Resources will provide a listing of home addresses for employees serving on probationary status with titles covered by the Union. Such a listing will be provided not more than 3 times per year, and the terms of Article 1 of this MOA shall apply to the provision and use of the information in the listing.

Article XIII Parking and Uniforms

Section 1: Parking and bus transportation are coordinated by KU Transportation Services. 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 Transportation Services website. <https://transportationservices.ku.edu/>

Section 2: The University retains the right to require employees to wear uniforms or branded clothing. Required uniforms/attire will be managed and maintained by the designated reporting unit acknowledging that needs differ across campus locations and assigned work areas. Employees are required to keep uniforms/attire clean, laundered and in good condition.

Article XIV Length of Service (Seniority)

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

Section 2: For employees as defined in section 1 of this article, length of KU service (seniority) lists containing employees' names, current job title and service date, with any adjustments for breaks in KU 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, timing of request, 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.

Article XV Layoffs and Furloughs

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>.

Section 1: Definition

A layoff is defined as a separation from employment due to a reduction in force, lack of work, lack of funds, or reorganization, and not for disciplinary or performance-related reasons.

Section 2: Identification

When the University determines that a reduction of force is appropriate, the layoff will be conducted in accordance with University policy and the terms outlined herein for covered bargaining unit employees who are not serving on probationary status as a new/recent hire.

Before layoff provisions are invoked, 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 of the position and have both acceptable performance and conduct records. 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.

Section 3: Designated Organizational Unit

The organizational unit will be determined by Human Resources upon the identification and verification that a reduction in force is necessary. Organizational units will be identified by the HR Department or Affiliate Unit within one or more of the campus locations specified below where the layoff is to occur. Campus locations are as follows:

- Lawrence Campus
- Edwards Campus
- Kansas Law Enforcement Training Center (KLETC) - Yoder
- Juniper Gardens
- Parsons
- Wichita Well Sample Library
- Leavenworth
- Topeka

Section 4: Layoff Order

Employees serving on a probationary status as a new/recent hire within the defined organizational layoff unit and in an affected job title as determined by the University will be the first to be laid off.

Should the University determine that layoff will affect covered non-probationary bargaining unit employees in the defined layoff organizational unit and identified job title as defined in Article 1, layoff order will be determined for each affected qualified employee by utilizing the following formula to compute a layoff score:

$$\text{Layoff Score} = A \times 2 \times L$$

Definitions:

- "A" is the average of the 4 most recent performance review ratings of the employee (if available). The average of the performance review shall be based on the following point scale: 9 = exceptional; 6 = exceeds expectations; 3 = meets expectations; 1 = needs improvement, and 0 = unsatisfactory.
- "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.

In each separate job title within the defined organizational layoff unit, the qualified eligible

covered bargaining unit employee with the lowest layoff score shall be laid off first and others in ascending order.

Section 5: Notice of Layoff

The Employer shall provide the Union with at least 45 days written notice prior to invoking a layoff when the University determines that a significant number of covered bargaining unit employees will be affected in non-emergency circumstances. The Union will be able to meet with the University to provide input on the furlough and/or layoff employee notification process. In the event of unforeseen circumstances preventing 45 days' notice, the Employer shall provide as much notice as reasonably possible and a written explanation of the circumstances necessitating a shorter notice period.

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 XVI 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 six (6) months, not to exceed a total of twelve (12) months. The initial probationary period may be extended in order to give the employee the opportunity to correct performance or conduct deficiencies or to allow the University additional opportunity to evaluate performance.

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 performances 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. 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 Resources 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.

Article XVII 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 hiring 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 XVIII Bulletin Boards

Section 1: The University will provide bulletin boards for the Union's exclusive use for posting official notices including meetings, notice of elections of officers, and other Union business functions. Bulletin boards will be identified in designated campus locations accessible to bargaining unit employees, noting that in some locations the Union may default to posting a website location where details can be accessible in a digital format.

The Union will be expected that materials posted are appropriate and remain current. The Union agrees to:

- a) Maintain bulletin boards in good condition and neat appearance;
- b) Limit bulletin board use to notice of meetings, notice of election of officers and other association business unless prior approval is requested and granted by a Human Resources designee. Such approval will not be unreasonably denied;
- c) Posting of new notices and removal of obsolete notices;
- d) Ensure all postings are signed by the Union
- e) Ensure all notices are professional and do not include anything that unfavorably reflects on the university or any of its employee(s)
- f) The Union is responsible for informing employees of the location of bulletin boards, website, etc.

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 Chief Human Resources Officer and Senior Vice Chancellor, or their designee.

Article XIX 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 labor dispute.

Article XX Steward System and Union Access

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 Chief Human Resources Officer and Senior Vice Chancellor or designee 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 covered bargaining unit employees.

Designated Union Stewards as previously identified to the University in writing, will be permitted to come on the premises of the University for the purpose of investigating and discussing grievances or alleged violations of the MOA with bargaining unit employees. The representatives of the Union will provide prior notice to Human Resources. In no case will such visits be allowed to interfere with the scheduled work of the employees except as set forth below.

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 their 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 their 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 their work assignment, the steward will request permission of their immediate supervisor and advise the supervisor:

- (1) That the absence involves a grievance or other appropriate matter; and
- (2) The location to which the steward 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 the steward cannot be excused at the requested time, the supervisor should advise the steward of the time the steward may be excused. On arriving at the steward's destination, the steward will seek out the person in charge and advise them of (1) the purpose of their visit; (2) the name of the employee they wish 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 should utilize virtual technology for meetings such as Zoom or Teams for campus locations exceeding five miles from the Lawrence campus. Any necessary 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, but travel time for any such meeting shall not exceed a total of thirty (30) minutes.

(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. The Chief Steward 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 grievances or complaints.

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

Section 6: Use of Facilities

The Union may access meeting space by following the University's established procedures (e.g.,

Jayhawk Hospitality) for regular or special meetings. The Union will be subject to any fees, charges, and other terms and conditions that may apply to the reservation and use of space on campus. Meetings within departments/shops will not be permitted.

Article XXI Grievance Procedure

Section 1: Disputes should be resolved informally at the lowest possible level. Human Resources is available to assist employees with resolving disputes. 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 XXV, Discipline and in Article XXII, Employee Evaluation and Appeal.

This grievance procedure does not apply to employees serving a probationary period. The grievance of dispute will be defined as a statement of dissatisfaction by a bargaining unit employee, or by the Union, or by the University over the interpretation and application of the provisions of this agreement.

Section 2: Employees eligible for Union coverage may, 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, the employee will inform Human Resources a minimum of one business day in advance if a Union representative will accompany the employee to any meetings with University supervisors or managers.

Failure by the University to reply to the bargaining unit employee's grievance within the time limits specified, automatically grants to the employee the right to advance the grievance to the next step. If an employee fails to appeal from one step to the next step within the time limits established within the grievance procedure, the grievance will be considered settled on the basis of the last University decision, and the grievance will not be subject to further appeal or reconsideration. By mutual agreement in writing, a grievance may revert to a prior step for reconsideration.

Discussion of grievances or disputes at any step of the grievance procedure will be at such time and place as parties mutually agree. At any step of the grievance process a grievant may withdraw a grievance by writing to the Chief Human Resources Officer and Senior Vice Chancellor stating their desire to withdraw the grievance. Human Resources will provide copies of that written statement to all parties involved in the grievance.

Step 1: Prior to filing a formal grievance and within ten (10) business 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 supervisor 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) business days of that meeting, proceed to Step 2. The grievant may also proceed to Step 2 if an agreed upon resolution does not occur as specified.

Step 2: The employee(s) raising the grievance or dispute shall present their grievance to the employee's immediate supervisor and to Human Resources within five (5) business days of the Step 1 informal meeting, or the grievance is waived. The grievance will be presented in writing on forms mutually agreed upon by the Union and the University and furnished by the University ([https://humanresources.ku.edu/sites/humanresources/files/documents/development/Grievance Form KU-1290PE.pdf](https://humanresources.ku.edu/sites/humanresources/files/documents/development/Grievance%20Form%20KU-1290PE.pdf)). The supervisor shall review the grievance and respond to the employee(s) in writing within five (5) business days of the grievance's presentation. The employee may have a Union Steward present at this step.

Step 3: If the grievance has not been settled in Step 2, the employee(s) may submit their grievance to the Unit leader within ten (10) business days after the answer to Step 2 is due, or presented, whichever occurs first. The grievance will be presented in writing on mutually agreed upon forms furnished by the University. The grievance must be signed and dated by the employee. The Department/Unit head or designee shall provide his or her response to the employee in writing within ten (10) business days from the receipt of the grievance. The employee may also provide a copy of the response to the Union.

Step 4: If the grievance has not been settled in Step 3, the employee(s) may submit their grievance to the Chief Human Resources Officer and Senior Vice Chancellor (or their designee) within five (5) working days after the response from Step 3 was due or presented, whichever is sooner. The employee may also provide a copy of the form to the Union. The Chief Human Resources Officer and Senior Vice Chancellor or their designee will hold an informal meeting to obtain additional information regarding the grievance and will respond in writing. HR shall provide the final resolution in writing to the grievant(s) and any designated employee representative within ten (10) working days after meeting with the employee. The employee may have a Union Steward at the meeting upon the employee's request.

The determination by the Chief Human Resources Officer and Senior Vice Chancellor is a final agency action, and judicial review of the decision is pursuant to the Kansas Judicial Review Act (K.S.A. 77-601 et seq.).

Article XXII 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 Chief Human Resources Officer and Senior Vice Chancellor or their 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 their job

performance is rated, be given feedback on each of these goals, and be given their 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 their 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 XV, section 4 of this memorandum.

The employee shall be given the opportunity to electronically acknowledge an evaluation as evidence that the employee has been informed of the evaluation, but such acknowledgement shall not abridge the eligible employee's right of appeal if the employee 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 their designee) within seven (7) calendar days of the receipt of the evaluation. Appeals may be emailed, hand-carried or sent via certified mail. If an appeal is hand-carried, the Appointing Authority (or their 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 their designee) shall appoint a committee of three (3) or more persons to hear the appeal.

Human Resources will select and appoint the committee chairperson. Human Resources 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 their 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 maintained by Human Resources. Subject to the approval of the Appointing Authority (or their 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 employee's own expense to be represented in the appeal process and hearing by an individual of the employee's 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 XXIII 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.

All employees covered by the memorandum of agreement will be assigned and/or have available safety training in person or online. In addition to any required training activities for all covered employees, each shop will have safety training requirements based on the work functions performed.

The University shall comply with all applicable federal, state, and local safety laws, rules and regulations. The University agrees to provide equipment and/or devices reasonably necessary to conduct job duties required according to safety regulation requirements.

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 recommendation can also be made to the Chief Human

Resources Officer and Senior Vice Chancellor and to the Director of Environmental Health and Safety.

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 Chief Human Resources Officer and Senior Vice Chancellor. After consultation with both parties, and if determined necessary, the Chief Human Resources Officer and Senior Vice Chancellor or their 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 at least once a month. The purpose of the Safety Committee is to make safety recommendation 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, in a timely matter, 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 Chief Human Resources Officer and Senior Vice Chancellor any supervisor who directs employees to work in an unsafe manner or unsafe conditions.

Article XXIV 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 XXV 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, or misconduct and/or performance. The reasons for such actions include, but are not limited to, violation 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 Chief Human Resources Officer and Senior Vice Chancellor 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 Resources became aware of the event. In extenuating circumstances, the University may extend this time limit. The six month time limit shall not apply to complaints of sexual harassment.

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 file. 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 Resources within seven (7) business days of receiving the reprimand to appeal the action. The employee's appeal must demonstrate that the disciplinary action taken was arbitrary, unreasonable, or without factual basis. At the employee's discretion, the employee may be accompanied or represented at the meeting with Human Resources should the employee so desire, by a union representative or an individual of the employee's choice. Should the employee wish representation outside of or in addition to Union representation, that representation will be at the employee's expense. Human Resources must be notified two business days in advance of the meetings 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 Resources. The department head or designee shall report any cause for recommending suspension, involuntary demotion or dismissal of university support staff to the Chief Human Resources Officer and Senior Vice Chancellor or designee.

If disciplinary action is considered appropriate, the Chief Human Resources Officer and Senior Vice Chancellor 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 mitigation reasons why the proposed disciplinary action should not take effect. Additionally, if conditions warrant, the Chief Human Resources Officer and Senior Vice Chancellor 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 Chief Human Resources Officer and Senior Vice Chancellor or their 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) business 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 Disciplinary Action Hearing Board. Union stewards are ineligible for service on the Disciplinary Action Hearing Board because their involvement would not be impartial and represent a conflict of interest. The Provost will appoint one of those five employees 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 effect 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 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 the employee so desire, by a union representative or an individual of the employee's 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 two business days 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. <https://services.ku.edu/TDClient/818/Portal/KB/ArticleDet?ID=21124>

Article XXVI 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 their employment. If an employee is asked to take such a test on a voluntary basis, and declines, no assumption of guilt or innocence will be made as a result of the refusal.

Article XXVII 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 XXVIII Personnel Records

Employees, upon request, shall have the opportunity to review their official personnel file. 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 verbal counseling occurred if the employee claims that no such counseling occurred. Employees will receive a copy of any documented performance feedback, to include constructive feedback, if it is considered part of their official personnel file.

Article XXIX 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, provide 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 their 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) business 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 court reporting and fact-finding services provided by the Secretary of Labor upon the request of the Public Employee Relations Board shall be borne equally by the Union and the University.

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, the findings and recommendations for resolution of the issue or issues.

Article XXX Savings Clause

If any provision(s) of this agreement is found to be or is subsequently declared by the proper judicial authority of 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 XXXI Approval of Memorandum of Agreement

It is agreed that this memorandum or 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 XXXII 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, 2028.

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 and confer sessions shall begin no later than thirty (30) days prior to the expiration date.

Appendix A – Salary Ranges for Job Titles Covered by 1290

Job Title	Salary Structure and Grade	Minimum Annual Salary	Maximum Annual Salary
Boiler Operator	AB-9	\$49,600	\$69,400
Boiler Operator Senior	AB-10	\$54,700	\$82,100
Boiler Technician	AB-11	\$61,700	\$95,700
Carpenter	AB-8	\$44,100	\$61,700
Carpenter Senior	AB-9	\$49,600	\$69,400
Custodian	AB-6	\$35,776	\$47,300
Electrician	AB-9	\$49,600	\$69,400
Electrician Senior	AB-10	\$54,700	\$82,100
Electronics Technician	AB-9	\$49,600	\$69,400
Equipment Mechanic	AB-8	\$44,100	\$61,700
Equipment Mechanic Senior	AB-9	\$49,600	\$69,400
Equipment Operator	AB-9	\$49,600	\$69,400
Fire Safety and Systems Technician	AB-9	\$49,600	\$69,400
Food Service Worker	AB-6	\$35,776	\$47,300
General Maintenance Repair Technician Senior	AB-7	\$40,000	\$54,000
General Maintenance Repair Technician	AB-6	\$35,776	\$47,300
General Maintenance Repair Technician - Electrical	AB-6	\$35,776	\$47,300
General Maintenance Repair Technician - HVAC	AB-6	\$35,776	\$47,300
General Maintenance Repair Technician - Plumbing	AB-6	\$35,776	\$47,300
General Maintenance Worker	AB-6	\$35,776	\$47,300
HVAC Technician	AB-10	\$54,700	\$82,100
HVAC Technician Senior	AB-11	\$61,700	\$95,700
HVAC Specialist	AB-12	\$71,000	\$110,000
Instrumentation Technician	AB-9	\$49,600	\$69,400
Landscape Worker	AB-6	\$35,776	\$47,300
Landscape Worker Senior	AB-7	\$40,000	\$54,000
Lead Custodian	AB-7	\$40,000	\$54,000
Locksmith	AB-8	\$44,100	\$61,700
Locksmith Senior	AB-9	\$49,600	\$69,400
Painter	AB-8	\$44,100	\$61,700
Painter Senior	AB-8	\$44,100	\$61,700
Parking Officer	AB-6	\$35,776	\$47,300
Plumber	AB-9	\$49,600	\$69,400
Plumber Senior	AB-10	\$54,700	\$82,100
Pump Mechanic	AB-8	\$44,100	\$61,700
Recycling Technician	AB-7	\$40,000	\$54,000
Sheet Metal Worker	AB-7	\$40,000	\$54,000

Appendix A – Salary Ranges for Job Titles Covered by 1290

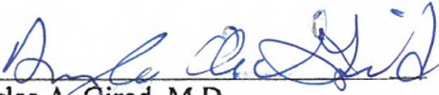
Job Title	Salary Structure and Grade	Minimum Annual Salary	Maximum Annual Salary
Sheet Metal Worker Senior	AB-8	\$44,100	\$61,700
Steamfitter	AB-9	\$49,600	\$69,400
Steamfitter Senior	AB-10	\$54,700	\$82,100
Storekeeper	AB-6	\$35,776	\$47,300
Welder	AB-7	\$40,000	\$54,000
Welder Senior	AB-8	\$44,100	\$61,700

Salary Ranges for Job Titles Covered by 1290PE are available on the University’s Job Title Table: <https://humanresources.ku.edu/job-title-table>.

SIGNATURE PAGE

IN WITNESS THEREOF, the undersigned have hereto set their hands _____, 2025

The University of Kansas



Douglas A. Girod, M.D.
Chancellor

11/25/25

Date

The Board of Regents of the State of Kansas



Carl Lee, Chair
LEE

11-19-25

Date

The State of Kansas

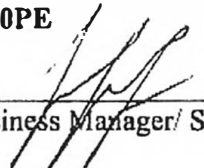


Adam Proffitt, Secretary of Administration

11-26-2025

Date

Laborers' International Union of North America, Public Service Employees Local Union 1290PE



Business Manager/ Secretary

9/9/25

Date

Executed pursuant to action taken by

The Board of Regents on _____, 2025