MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ day of July, 2024, by and between the University of Kansas and the Board of Regents of the State of Kansas, hereinafter collectively referred to as "Employer" or "University," and United Academics of KU, AAUP, AFT, hereinafter referred to as "UAKU."

WHEREAS, UAKU is the recognized exclusive representative for the purpose of meeting and conferring with respect to grievances and conditions of employment for a bargaining unit generally composed of faculty and academic staff certified by the Kansas Public Employee Relations Board by an Order dated May 3, 2024 in PERB Case No. 75-UC-1-2024, such bargaining unit being more specifically defined therein;

WHEREAS, following recognition of UAKU, the parties have engaged in meet and confer proceedings relating to proposed wage actions to be implemented for the University 2025 fiscal year, which commences within University payroll effective June 9, 2024;

WHEREAS, the parties have come to an agreement relative to wage actions to be implemented for the 2025 fiscal year and have stated such agreement herein;

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and undertakings set out below, the parties agree as follows:

 Effective June 9, 2024 through the date of final contract ratification by both parties, the University and UAKU agree to:

> a. Allow the University to make employee specific wage adjustments to manage risk of turnover, ensure promotion raises for bargaining unit members who are outside of the UCPT process, and/or be able to be

competitive in retention offers to not lose high quality faculty in the areas of teaching and research.

- Allow the University to continue to utilize the University Additional Payment Process for compensation activities as determined by University policy or acceptance of work assignments outside of described job duties.
- c. KU HR and the Office of Faculty Affairs will be the responsible party to review all wage adjustment requests and perform internal analysis and review prior to Provost approval.

2. In order to ensure transparency and to aid in the parties' mutual interest in monitoring and administering the above-listed pay adjustment processes, the University will supply the Union with a list on the first working day in July, September, and February, containing the following information:

- a. Areas of responsibility, including department or program;
- b. Employee count per department or program;
- c. Titles including department or program;
- d. Payment type including department or program; and,
- e. Aggregate amount and average amount paid by type of payment and area of responsibility, including department or program.

Effective August 18, 2024, a two percent (2%) partial cost-of-living adjustment will
 be applied to all bargaining unit members in an active status (including those on leave) as of June
 30, 2024 including those appointments (i.e. Lecturers and Online Lecturers) in the LFC pay group

(who were in active, paid positions covered under the bargaining unit at any time between 8/18/23-5/15/24) who are re-employed by the University during Academic Year 2024-2025. The cost-ofliving adjustment will be applied after promotion and tenure adjustments are made and will be effective August 18, 2024.

4. The Union and the Employer agree to establish a pilot program, to expire upon final ratification of the collective bargaining agreement, for the purposes of addressing wage adjustments for employees identified for promotion and/or tenure through the UCPT process as follows:

- a. Effective retroactive to June 9, 2024 for fiscal year appointments and effective August 18, 2024 for academic year appointments, the University will apply wage adjustments for bargaining unit members who are identified for promotion and/or tenure through a promotion process that includes intermediate review by the UCPT and final review by the Chancellor. Such wage adjustments shall be as follows:
 - Assistant to Associate \$6,500 minimum or nine percent (9%)
 increase to annualized rate, whichever is greater;
 - ii. Associate to Full \$12,000 minimum or twelve percent (12%)increase to annualized rate, whichever is greater.

5. UAKU and the University agree that the above-listed wage and promotion increases are interim actions and are not intended to be exhaustive, nor does agreement on the above listed increases and processes foreclose other wage and promotion increases or processes that may be negotiated for this same or other academic years.

IN WITNESS WHEREOF, THE UNIVERSITY AND UAKU have hereunto set their hands

this _____ day of ______, 2024.

The University of Kansas

Douglas Girod, Chancellor

Executed pursuant to action taken by KBOR on the <u>29</u> day of <u>Cecul</u> <u>7</u>,2024. **KBOR Chair**

The State of Kansas

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Secretary of Administration Date: _______

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United Academic of KU, AAUP, AFT

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Marsha Mi Cartre

Negotiation Team Member

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