

**Memorandum of Agreement
Between**

Kansas State University and

**Kansas State University
Employees Association, Local 6400**

Effective June 28, 2024, through June 28, 2027

**Memorandum of Agreement
Kansas State University and Kansas State
University Employees Association, Local 6400**

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ARTICLE 1

Recognition

The University recognizes Kansas State University Employees Association, Local 6400 (“the Union”), as the sole and exclusive representative in matters pertaining to wages, hours and other terms and conditions of employment, for the purpose of meeting and conferring and the settlement of grievances of all bargaining unit employees (“employees”) in the unit found appropriate by the Public Employee Relations Board in case number UE 15-1973 amended by the Board.

The bargaining unit will INCLUDE all eligible maintenance and service employees at Kansas State University within the classifications set forth below, and EXCLUDES officials; managers; professionals; office, clerical and confidential employees; uniform police employees; security guards; and supervisors as defined in the Act under Section 75-4322(b):

Agricultural Technician I	Landscape Technician I
Agricultural Technician I, Research	Landscape Technician II
Agricultural Technician II	Landscape Technician Lead
Agricultural Technician II, Research	Lead Custodial Specialist
Animal Technician I	Lock System Specialist
Animal Technician II	Machinist
Arborist	Maintenance and Repair Technician I
HVAC Technician	Maintenance and Repair Technician II
Carpenter	Painter I
Cook	Painter II
Construction Worker	Parking Assistant I
Custodial Specialist	Pest Control Worker
Electrician	Power Plant Operator
Electronics Technician	Plumber
Energy and Utilities Technician	Printing Service Coordinator
Extension Nutritional Assistant	Printing Specialist
Food Service Worker	Recycling Technician
Irrigation Technician I	Teaching Laboratory Specialist
Irrigation Technician II	Utility Locator
Laboratory Animal Technician I	Vehicle/Equipment Mechanic
Laboratory Animal Technician II	Veterinary Nurse I
Laboratory Animal Technician III	Veterinary Nurse II
Laboratory Technician	Veterinary Nurse III
	Welder

When a not previously used Service/Maintenance position title is allocated by the University, the Union will have the right to request in writing, to the Chief Human Resources Officer (“CHRO”), that the position be included or excluded from the unit, stating the reasons for said inclusion or exclusion. The University will respond within 10 days. If the Union’s request is denied, the University will state in writing the reasons for the rejection in the response. In the event of a disagreement on the issue of any specific job title, PERB will be petitioned for a ruling on the inclusion or exclusion of the position. Any individual placed in a contested position will upon a ruling by PERB, for

inclusion in the unit, receive all rights granted under this Agreement from the time of initial placement.

ARTICLE 2

Purpose of Memorandum of Agreement

The purpose and intent of this Memorandum of Agreement (“Agreement”) is to contribute to and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests, and to reduce to a minimum the causes of employee relations disputes.

ARTICLE 3

Management Powers and Rights

The Union and the University agree nothing in this Agreement is intended 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 operations; 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; and to determine the method, means, and personnel by which operations are to be carried on.

It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement. The Agreement does not extend to any subject preempted by federal or state law, or the authority and power of any personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence.

The Union further agrees that nothing in the Agreement is intended to supersede any public employer rights defined in K.S.A. 75-4326. The University’s failure to exercise any right, prerogative, or function reserved to it, or the exercise of any such right, prerogative or function in a particular way, will not be considered a waiver of the University’s right to exercise such rights, prerogatives or functions or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

It is also understood there may be other inherent rights of management which may be exercised during the term of this Agreement. It is specifically understood by the parties that the University may take any other actions it deems necessary or in the best interest of the State consistent with this MOA.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right will not be deemed a waiver. It is understood and agreed by the parties the University does not have to rely on any agreement reached through the meet and confer process with its bargaining unit employees as the source of its rights and management prerogatives.

Nothing herein will be interpreted as a waiver of the Union’s right to meet and confer regarding conditions of employment as that term is defined in K.S.A. 75-4322(t).

ARTICLE 4

Employee Organization Membership

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 representatives 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 the 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/or change all policies affecting the University.

ARTICLE 5

Non-Discrimination

Neither the University nor the Union will discriminate based on race, color, ethnic or national origin, sex, sexual orientation, gender identity, religion, age, ancestry, disability, genetic information, military status, or veteran status, or any other legally protected classification. Policy and Procedure Manual (PPM), Chapter 3010, the University's Policy Prohibiting Discrimination, Harassment, and Sexual Harassment, and Procedure for Reviewing Complaints, as it may be amended from time to time, is the exclusive policy for the resolution of complaints of discrimination, harassment, retaliation, and stalking within the University.

The University and the Union agree there will be no coercion, harassment, or discrimination against employees because of membership or lack of membership or association with the Union or because of participation in any grievance, complaint, or other proceeding as set forth in this Agreement.

ARTICLE 6

Workweek, Overtime, Shift Differential, and Inclement Weather

Section 1. Workweek. The "workweek" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday.

When scheduling hours of work for employees it may be necessary to schedule employees to work Saturday or Sunday, or both, as part of their schedule. The total regularly scheduled hours in a workweek will not exceed forty (40).

Section 2. Overtime.

(a) Overtime is defined as all hours worked which exceed forty (40) in a workweek for all employees. There will be no pyramiding of time.

(b) Except as provided in this subsection, only hours worked by the employee will be credited in determining eligibility for overtime compensation. Under the following conditions, hours worked on an official state holiday may be counted as time worked for employees in positions that have been determined to be eligible for overtime compensation:

- i. The employee reports to work to respond to a building, highway, or public safety emergency, as determined by the University.
- ii. This work is performed outside the employee's normal work schedule for the workweek or work period that includes the official state holiday; and
- iii. The University authorized inclusion of that official state holiday in calculating time worked by the employee.

(c) Regular scheduled work hours will not be reduced during a current workweek solely to deny an employee eligibility for overtime compensation. Further, the University agrees that changes in employee future workweek schedules will be made as necessary to maintain the proper level of service of that department and not for the sole purpose of denying overtime to an employee.

(d) Overtime will be paid for hours worked as provided in this Agreement in excess of forty (40) hours in a workweek. Overtime hours worked will be paid at the rate of one and one-half times the employee's regular rate of pay. Employees may have the opportunity to receive one and one-half hours of compensatory time off for each hour of overtime worked in excess of the 40 hour-per-week threshold in lieu of overtime pay.

(e) The University will maintain a record of employees willing to volunteer for scheduled overtime and will, under normal circumstances, make every reasonable effort to contact and offer scheduled overtime assignments to eligible volunteers as provided below. Employees willing to voluntarily accept overtime will provide a signed and dated written notice to their supervisor. Employees wishing to withdraw their notice of availability for voluntary overtime may do so in the same manner.

- i. Probationary employees will not be eligible for voluntary overtime except in an emergency, as determined by the department/division head or designee, when non-probationary employees are unavailable to work.
- ii. Voluntary overtime will be offered to employees who are qualified and who normally perform the work for which the overtime is being offered.
- iii. An employee may be held over at the end of their shift in order to complete a project for a period not to exceed four hours except in an emergency as determined by the department/division head or designee.
- iv. Employees placed on stand-by will, if necessary, perform the overtime activities for which they were placed on stand-by.
- v. When more volunteers are available than needed to perform the overtime, department seniority will be considered in making the overtime assignment.

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

Section 3. Pay Differential. The University will pay a shift differential of \$.60 per hour.

Section 4. Inclement Weather. When inclement weather is declared by the University, those employees previously designated as essential (either notified or stated in their position description) will be required to report to work. During the period of declared inclement weather, employees will be compensated as follows, at the reasonable discretion of the Department Administrator: 1) inclement comp time at one and one half (1.5) hours for every full hour worked or; 2) overtime pay at the rate of one and one half times the bargaining unit employee's regular rate of pay.

ARTICLE 7

Alternate Work Schedules

When consistent with the needs of a department, bargaining unit employees may request and departments may implement regular schedules of work other than the traditional 8:00 a.m. to 5:00 p.m. If a change is made at the request of the bargaining unit employee, only the employee making the request for the change of work schedule will be affected. The standard work week for full-time employees will continue to be 40 hours in a pay status during a seven-day period. The appropriate administrative head is the final approving authority for the implementation, maintenance, or termination of alternative work scheduling. The University will give at least 21 days' notice to affected employees before termination of any alternative work schedules. Examples of alternate work schedules may include four (4) 10-hour days, a combination of 12-hour and 4-hour days, the work week beginning on a day other than Monday, or other alternatives.

Alternative hours of work should not be used for the purpose of avoiding payment of overtime or to accomplish a reduction in the number of hours worked per week. The scheduling policy for alternative work hours will ensure all bargaining unit employees are treated in accordance with Affirmative Action guidelines.

ARTICLE 8

Rest Periods

Bargaining unit employees will have two (2) fifteen (15) minute rest periods, one to be at or near the middle of the first four (4) hours of the work shift and the other to be at or near the middle of the second four (4) hours of the work shift. In both cases, rest period times will be designated by the department supervisor.

Employees will be given adequate time to clean-up the work area before taking lunch and at the end of their shift. Employees will remain in pay status when traveling to another building to punch out at the time clock.

During rest periods, employees are free to leave those workstations not requiring continuous attendance, as long as they return to the workstation within fifteen (15) minutes. Employees will be able to take their lunch break in a room (Faculty or GTA Lounge, unused classroom, etc.) in the building they are working in with prior approval of the building manager or appointing authority in the bargaining unit employee's Department.

If employees are required to work overtime which requires them to work two (2) or more consecutive hours in addition to their regular eight (8) hour shift, a fifteen-(15) minute break will be provided during the overtime hours worked. A thirty (30) minute dinner break on the job, with pay, will be scheduled at the beginning of the eleventh (11th) hour, or sooner, if possible.

ARTICLE 9

Uniforms

Section 1: The University retains the right to require employees to wear uniforms. Employees are expected to keep uniforms clean, laundered, and in good condition.

The University will provide each full-time bargaining unit employee who is required to wear a uniform an annual uniform allowance of up to one hundred and fifty dollars (\$150.00) to cover the cost of the required uniforms provided by the University. This allowance is not payable to the bargaining unit employee.

If the required uniform becomes damaged or worn out in the course of duty and no longer meets University standards, the University will replace the damaged item. Employees are responsible for the cost of replacing lost uniforms, or uniforms damaged outside the course of duty or through unreasonable neglect or abuse.

Section 2. Full-time (1.0 FTE), benefits eligible, food service employees with permanent status, who are expected to wear, sturdy, protective, non-skid shoes, covering the entire foot, will receive an annual \$100.00 shoe allowance in the form of reimbursement. To qualify for reimbursement, the footwear must meet the safety and performance standards as specified by the University and be appropriate for the bargaining unit employee's duties. In order to receive reimbursement, employees are responsible for providing an itemized receipt or other proof of purchase of eligible footwear within ninety (90) days of purchase. The University will not reimburse employees who provide receipts after ninety (90) days following purchase. The University will not provide a shoe reimbursement for footwear not meeting University standards.

ARTICLE 10

Call-In and Call-back

Section 1. Employees who are called back to work after having completed their regular work shift and having left the University premises will be given a minimum of two (2) hours work or two (2) hours pay, if given less than two (2) hours work.

Section 2. Employees who are called in to work on their regular scheduled day off will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

Section 3. Employees who are called back to work after completing their regular work shift or who have been called in to work during their regular scheduled day off will be subject to the overtime provisions as stated in Article 6, Section 1, Section 2 (a, b, c), and Section 3 of this Agreement.

Section 4. Call-in and Call-back pay does not include the employee's driving time to or from work.

ARTICLE 11

Stand By and On Call

A. Stand-By

Section 1: The University may require a bargaining unit employee to be on stand-by. Stand-by time means a period of time outside an employee's regularly scheduled work hours, during which the bargaining unit employee is required, at University direction, to remain available to the University within a specified response time of not less than one (1) hour or more than two (2) hours, or as directed by the employee's department. Stand-by assignments will be limited to work situations where a probability for emergency recall of bargaining unit employee(s) exists. The University will request volunteers prior to assigning stand-by duty.

Volunteers will be solicited from a seniority list of all bargaining unit employees in each classification on a rotating basis. The most senior bargaining unit employee in the applicable classification will be given the first opportunity to volunteer for stand by coverage. Inquiries will be made of each successive, less senior bargaining unit employee on the list until such time as adequate standby coverage is insured or the list is exhausted. If there is an insufficient number of volunteers, the University may assign bargaining unit employees to stand-by starting with the least senior bargaining unit employee in the department.

Once an employee is scheduled for stand-by, by virtue of volunteering or assignment, they may relieve themselves from stand-by through (1) finding a qualified employee willing to assume their stand-by assignment and (2) receiving approval of relief from stand-by for good cause from the leader who assigned the stand-by. Any employee relieved from a stand-by assignment by the University will be the first employee assigned to future stand-by assignments. Requests for relief from stand-by will not be unreasonably denied by the University.

Section 2: Employees on stand-by, in accordance with Section 1 of this Article, will be compensated at the rate of two dollars (\$2.00) per hour for those hours they serve on stand-by status.

Section 3: Employees on stand-by who are called in to work will be compensated for the actual hours worked at their appropriate rate of pay. Employees will not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the bargaining unit employee will be credited in determining eligibility for overtime compensation.

Section 4: A bargaining unit employee on stand-by who is not available when called and who does not present reasonable justification for failure to report when called will lose stand-by compensation for that stand-by period.

B. On Call

Section 1: A bargaining unit employee is on call when they are restricted to a particular telephone number at a location designated by the University or to the University's premises. When designated as on call the employee will be compensated at their regular rate of pay and will not receive stand-by compensation.

Section 2: A bargaining unit employee restricted pursuant to Section B.1 above who is not available when called will lose compensation for the on call period and may be subject to such other disciplinary action as dictated by the conditions surrounding the refusal or unavailability and which is not inconsistent with the provisions of this agreement.

ARTICLE 12

Holidays

Section 1. Benefits-eligible employees in the bargaining unit will have the following legal holidays with pay:

New Year's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Veteran's Day
Martin Luther King Jr. 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. A notice for such holidays for the following calendar year will be given to each bargaining unit employee within 30 days of the Governor's announcement.

Section 2. When one of these legal holidays falls on a Saturday, the preceding Friday will be the officially observed holiday for state bargaining unit employees. When one of the legal holidays falls on a Sunday, the following Monday will be considered as a holiday. A full-time bargaining unit employee who is required to work on a legal holiday or on an officially observed holiday will, in addition to their regular salary for the pay period, either be paid an additional amount at the time and a half rate for the hours worked on the holiday, or receive compensatory holiday time for the hours worked on the holiday at the rate of one and a half (1.5) hours credit for one (1) hour worked. If compensatory time is not taken at the end of a six-month period from the date earned, and if requested by the employee, it will be paid at one and one-half (1.5) times the regular straight time hourly rate to the employee in the next available pay period. If compensatory holiday time is given and consistent with the needs of the University, earned compensatory holiday time, when requested in advance, will be approved.

Section 3. When one of the legal holidays falls during an employee's vacation, such holiday will not be counted as a day of vacation. Holidays not worked will not be counted for the purpose of determining overtime.

Section 4. Each employee, regardless of their work schedule, will be given credit for the same number of holidays as are credited to employees whose regular workweek is Monday through Friday.

Section 5. In the case where a legal holiday (such as New Year's Day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2), a full-time bargaining unit

employee who is required to work on both the legal holiday and the officially observed holiday will receive the additional holiday pay or the compensatory holiday time for only one (1) of the two (2) days.

ARTICLE 13

Vacations

Section 1. Each employee in a regular benefits eligible position in the bargaining unit earns leave as outlined in the following paragraphs. Persons employed in temporary positions do not earn leave credits.

Section 2. Employees in regular positions earn and may accumulate vacation leave as shown below, subject to the following provisions in this Article. When terminating, leave is not earned after the last day the employee worked.

Section 3. Vacation Leave Credits and Maximum Accumulations:

Vacation Leave Earnings Schedule

(a) All non-exempt, or hourly, bargaining unit employees will earn vacation leave based on hours in pay status. Overtime worked is not counted in determining vacation leave earned.

Hours in Pay Status	Vacation Hours Earned
0-9	0
10-19	1.0
20-29	2.0
30-39	3.0
40-49	4.0
50-59	5.0
60-69	6.0
70-79	7.0
80	8.0

(b) All exempt, or salaried bargaining unit employees will earn vacation leave based on their appointment time or full-time equivalency.

Appointment FTE	Vacation Hours Earned
<.25	2.0
.25-.49	4.0
.50-.74	6.0
.75-1.0	8.0

Bargaining unit employees will earn vacation leave the first and second biweekly pay periods during the first 11 months of the fiscal year, July to June. There is a limit to how much vacation leave can be earned in one fiscal year and a maximum balance limit for vacation leave accrual. Vacation leave earned cannot exceed 176 hours per fiscal year. Bargaining unit employees who have accrued 304 hours may not accrue any additional time until the leave balance is under 304 hours.

(c) A bargaining unit employee may receive, upon termination from employment or upon moving from a position earning annual leave to a faculty position for less than twelve months, payment for no more than 176 hours of annual leave, and, at retirement or at termination of employment when retirement eligible, an employee may receive payment for up to 240 hours of annual leave. Excess accrued annual leave may not be converted to sick leave.

Section 4. Consistent with the needs of the University, requests for vacation leave will be approved by the employee's supervisor. Approval will be withheld only for good and sufficient reason(s), which will be stated in writing to the employee making the request for the use of accrued vacation time. Vacation leave may be used in units of one quarter (.25) hour.

Section 5. Vacation leave will be granted on an equitable basis and the University will make a reasonable attempt to satisfy leave requests of employees. In the supervisor's scheduling of vacation leave, any conflict between employees desiring the same time period will normally be resolved by seniority within each classification by departments. Once vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

During University Holiday break, departments may solicit volunteers to work on special projects pending appropriate allocation of resources.

ARTICLE 14

Vacation Leave for Nine Month Positions

Bargaining unit employees employed in nine (9) month positions whose services are not required during certain periods of their nine (9) month employment, including Thanksgiving or Christmas, will be granted vacation leave during such scheduled school holidays for as many days as the employee has vacation leave accrued or could accrue during the school year. Any employee separated from the University before the end of the nine-month period they are employed, will be charged on their final pay voucher for any days of vacation leave used in excess of days accrued.

ARTICLE 15

Sick leave

Section 1. Each employee in a regular position in the bargaining unit will be credited and accumulate sick leave as provided in this section. Persons employed in a part-time position will earn leave under this section on a proportional basis to the number of hours worked during the payroll period as follows:

<u>Sick Leave Table for Non-Exempt Employees</u>	
<u>Hours in Pay Status Per Pay Period</u>	<u>Hours Earned Per Pay Period</u>
0-7	0.0
8-15	0.4
16-23	0.8
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

Overtime worked and additional payment for holidays worked are not counted in determining sick leave earned.

Section 2. Sick leave with pay will be granted only for the following reasons:

- (a) Illness or disability of the employee, including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom, and personal appointments with a physician, dentist, or other recognized health practitioner;
- (b) Illness or disability of a family member including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom, a family member's personal appointments with a physician, dentist, or other recognized health practitioner, when the illness, disability, or appointment reasonably requires the employee to be absent from work;
- (c) Legal quarantine of the employee;
- (d) The adoption of a child by an employee or initial placement of a foster child in the home of a bargaining unit employee, when the adoption or initial placement reasonably requires the employee to be absent from work.
- (e) For purposes of this regulation, “family member” means the following:
 - i. Any person related to the employee by blood, marriage, or adoption;
 - ii. Any minor residing in the bargaining unit employee’s residence as a result of court proceedings pursuant to the Kansas code for care of children or the Kansas juvenile offenders code.
- (f) 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 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. If the employee has exhausted all available leave, the employee may request leave without pay as provided in K.A.R. 1-9-6.

(g) Each employee who is injured on the job and awarded workers compensation will be granted use of accumulated leave upon the employee's request. The compensation for accumulated leave, used each payroll period will be that amount which together with workers compensation, equals the regular pay for the employee. Unless the employee requests otherwise, vacation leave and compensatory time will be used only after sick leave credits have been exhausted. The appointing authority will not require the use of accumulated compensatory time in conjunction with workers compensation.

(h) Former employees with unused sick leave at the time of separation, who return to University service in a regular position within a year from their separation date will have their unused sick leave credited. This provision does not apply when retiring from the University.

Section 3. Employees who become ill while at work will notify their immediate supervisor, after which they may leave work. In any situation where an employee is sick and unable to report or may be delayed in arriving for work at the assigned time and place, the employee must contact their immediate supervisor or other designated person prior to or at the start of the scheduled work shift. Except in the most unusual situations, the employee is expected to personally contact their immediate supervisor and provide a projected length of absence and explain the reasons for the absence or lateness. When an employee will be absent, the employee must contact their supervisor before each scheduled shift, unless the absence is approved in advance by the supervisor. The employee must also obtain supervisory authorization to leave the work site during a scheduled shift. If the employee fail to notify their supervisor, they may be charged leave without pay.

Section 4. When the University has good cause to believe an employee is abusing sick leave, the employee may be required to submit a physician's statement substantiating each absence due to illness. If requested, the University will place this request in writing.

Section 5. When one of the legal holidays falls during an employee's use of sick leave, such holiday will not be counted as a day of sick leave.

Section 6. Employees who earn leave but who have depleted all their own leave balances may be granted advanced leave for medical absences up to a maximum of 80 hours, pursuant to KSU PPM 4860.

Section 7. Paid Parental Leave will be granted in accordance with the University's guidelines and KSU PPM 4860.050 (8).

Article 16

Bereavement Leave

Employees may be granted a maximum of six working days as paid leave for bereavement or to arrange for and to attend the funeral services of a close relative.

Funeral leave may be granted as follows:

A) Employees will be granted up to six (6) days bereavement leave upon the death of the employee's or the employee's spouse's or domestic partner's: spouse, unmarried domestic partner, child, step-child, foster child, parent, step-parent, surrogate parent, brother, sister, foster parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, great-grandparent, grandchild, or any relative or legal guardian residing in the household. The employee's Supervisor must be notified as soon as possible of the need for bereavement leave.

B) One (1) day of bereavement leave will be granted for the death of the employee's or the employee's spouse's, or domestic partner's aunt, uncle, niece, or nephew.

C) Employees may use one (1) day of accrued non-bereavement leave (e.g. vacation leave, comp time) for deaths not specifically addressed in this Article.

D) Bereavement leave will not be deducted from the employee's accrued leave banks (e.g. vacation, comp time).

E) The employee's supervisor may grant additional non-bereavement days as needed. Any additional leave outside what is granted in this Article will be deducted from the employee's accrued leave. Employees may request additional accrued paid leave (e.g. vacation leave, compensatory time) on a showing that circumstances require travel outside of the surrounding area or additional duties/responsibilities related to the family member's death. If a request for additional days is denied, such denial will be for good cause. When the request is made in writing, the denial will be stated in writing to the employee making the request for additional days.

ARTICLE 17

Military Leave

Section 1. Any employee in a regular position, who enlists or is drafted into the armed forces of the United States, including reservists and members of the national guard who are activated to military duty, will be granted military leave without pay upon the employee's notice to the appointing authority of a military order requiring active duty for other than training purposes. Each request for military leave will be accompanied by a copy of the appropriate military orders. Any military leave will expire within ninety (90) days after release from such service. Failure to return to work within the 90-day period will result in cancellation of the military leave and the employee will receive no credit for time served.

Section 2. Employees returning to work within ninety (90) days after receiving a discharge from the military service under honorable conditions, or from hospitalization, will: (1) be restored to that position or to a similar position with like status and pay in the same geographic location, as determined pursuant to K.A.R. 1-5-11; or (2) if qualified to perform the duties of any other position, be offered employment in the same geographic location in a position comparable in status and pay to the former position; or (3) appeal to the secretary of administration for appropriate placement. After reinstatement from authorized military leave, in all actions where employee status is affected by length of service, the time which the person served with the military service will be considered the same as the time served with the state. Sick leave, vacation leave, and holidays will not be earned or accrued during a period of military leave. Reenlistment or continuation of active duty beyond the

time prescribed by Title 38, U.S. Code, Chapter 43, will be considered a voluntary resignation from military leave status.

ARTICLE 18

Jury Duty Leave

Employees in a regular position, will be granted leave with pay by their appointing authority for required jury duty; or in order to comply with a subpoena as a witness before the civil service board, the Kansas commission on civil rights, the United States equal employment opportunity commission, or a court. An employee will not be entitled to leave of absence with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action in which the employee is a party. Leave with pay may be granted to any employee for an appearance before a court, a legislative committee or other public body, if the appointing authority considers the granting of leave with pay to be in the best interest of the state.

The employee will retain any amount paid to the employee for travel expenses related to jury duty or required appearance. When an employee travels in a state vehicle for a required appearance before a court, or a legislative committee, or other public body, the employee will submit to the University any mileage expense payments received.

ARTICLE 19

Time Off for Voting

The University will grant employees time off with pay to vote (not to exceed two consecutive hours) between the time of opening and closing of the polls. If the polls are open before commencing work or after terminating work but the period of time the polls are open is less than two (2) consecutive hours, the employee will only be entitled to be absent from work for such a period of time which, when added to the period of time the polls are so open, will not exceed two hours. The supervisor may specify the particular time during the day in which the employee may be absent to vote. The specified time will not include any time during the regular lunch period. Special circumstances will be considered to ensure all employees are able to vote.

ARTICLE 20

Transfer of Leave

Section 1. When a bargaining unit employee transfers from one state of Kansas agency to the University or between departments within the University, their accumulated vacation and sick leave will be transferred with the employee.

ARTICLE 21

Pay for Accrued Vacation and Compensatory Time Credits at Time of Termination

Section 1. A bargaining unit employee who retires or is otherwise separated from the University will be paid for their accumulated vacation and compensatory time, consistent with KSU PPM 4860.020(3).

Section 2. Employees covered by this Agreement who resign or are otherwise separated from service will be paid for their accumulated vacation leave and compensatory time at the same time they are paid for their last day of work. Pay for unused vacation leave, or compensatory time will be calculated at the higher rate of either:

- (a) the employee's current hourly rate of pay or
- (b) the employee's average rate of pay during their last three years of employment

Pay for vacation, and/or compensatory time will be a lump sum payment. No employee will earn credit for vacation, sick leave, or holidays after their date of resignation or other type of separation from service.

ARTICLE 22

Leave Without Pay

Permanent employees at the University may be granted leaves of absence without pay for a reasonable period of time, consistent with effective fulfillment of the University duties, but not to exceed one (1) year for illness, childbearing, or other temporary disabilities, or for other good or sufficient reason. Leave exceeding thirty (30) calendar days, will be requested in writing by the employee and will require written approval of the CHRO, or their designee.

- (a) Probationary employees may be granted leave without pay for a period not to exceed sixty (60) days for sickness, disability, or other good and sufficient reason.
- (b) Permanent employees may be granted leaves of absence without pay from a USS position in order to take an appointed position in the unclassified service.
- (c) Voluntary separation from the USS service to accept employment outside the University will be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under Article 23, Union Leave.
- (d) The University's CHRO, or designee, may, for good cause, terminate a leave of absence without pay by giving at least two (2) weeks notice in writing to the employee.
- (e) An employee returning at the expiration of an approved leave without pay or upon notice by the University that a leave without pay has been terminated, will be returned to a position in the same classification as the position held at the time the leave was granted, or in another classification in the same salary range for which they meet the qualifications.
- (f) Failure to report on the expiration date of an authorized leave of absence will be deemed a resignation.
- (g) Employees serving a probationary period following a promotion, who achieved permanent status in their previous position, may be granted leave without pay. Probationary employees taking leave without pay will fulfill their probationary period requirements upon return from leave.

(h) Employees on leave without pay will not accrue vacation leave or sick leave, or any other type of leave.

(i) The provisions of this Article will be applied in a manner consistent with the Family and Medical Leave Act, as amended.

ARTICLE 23

Union Leave

A permanent bargaining unit employee at the University, and in good standing, may request a leave of absence, without pay, to accept a full-time Union position to which appointed or elected. Union leave without pay will not exceed two (2) years.

An employee who returns at the expiration of a regularly approved Union leave without pay will be returned to a position in the same class as the position held at the time the leave was granted, if available, or placed in an available similarly situated position.

Failure to report for work on the expiration of an authorized Union leave or failure to return at an earlier date after receiving at least two (2) weeks prior notice from the University will be deemed a resignation.

Termination by the University of leave prior to the expiration date will be for good cause.

ARTICLE 24

Probationary Periods

Section 1. All original, promotional, and reinstatement appointments will be subject to a probationary period.

Section 2. All employees in the bargaining unit will serve a probationary period for their first six (6) months of employment. Probationary periods may be extended, but in no case will the total probationary period for each position exceed one (1) year.

Section 3. Employees who are promoted to a higher classification will be subject to a probationary period of not less than three (3) months nor more than six (6) months. A probationary period of up to 12 months may be established by the appointing authority when specific training or certification requirements for a position cannot be completed within six (6) months. "Probation" for purposes of this section relates to an employee's ability to satisfactorily perform the requirements of the position to which promoted. If the promoted employee's services are found to be unsatisfactory during the probationary period, the University will permit the employee to return to a position in the same classification as the employee's previous position.

Employees who are reinstated will be subject to a probationary period which will not be less than three (3) months nor more than six (6) months. "Reinstatement" occurs when an employee returns to University service within a year of separation. This probationary period may not be extended.

ARTICLE 25

Personnel Records

Section 1. Both parties agree to the review of the University's personnel records of individual employees in the unit in accordance with all state and federal statutes at the discretion of the employee. Upon request and by appointment, official personnel record information, as agreed, may be reviewed in Human Resources.

Section 2. The employee's official file will contain employee documents consistent with K.A.R. 1-13-1(a). Upon review, the employee will have the right to provide written comments and have them placed with the respective material.

Section 3. The employee may request that material pertinent to their position, performance, or qualifications be placed in the official file. The employee may request copies of material in the official file, either in person or in writing. Duplication cost (not to exceed 25 cents per copy or the market rate) will be paid by the employee.

Section 4. Departmental files may be maintained by the immediate supervisor; however, no internal documents which are adverse to the employee will be placed in the employee's official file unless the employee has had an opportunity to read the material. The employee will have an opportunity to affix his/her signature or initials to acknowledge they have seen the material, not necessarily to indicate agreement with the content.

Section 5. Upon written authorization by the employee, the Union will have the right to see the employee's official personnel file.

Section 6. Official grievances filed by any employee under the grievance procedure outlined in this agreement will not be placed in the personnel file of the employee or used in any recommendation for job placement.

Section 7. All documents to be used for official purposes concerning the employee will be made part of the employee's official personnel file.

Section 8. Prior disciplinary actions of a year or more for attendance related concerns, will not ordinarily be considered in current requests for disciplinary procedures.

Section 9. Bargaining Unit list: Upon request, a complete list of Employees will be provided to the Union. The list will include the bargaining unit employee's first and last name, department, job title, service date, work email address, compensation rate, home address, and, if available personal email address, mobile phone, home telephone number, and other information as agreed upon at the time of the request. The parties understand the confidential nature of the information. The Union provides the University with assurances that its data storage and data handling practices will at all times align with the University's security standards, practices, and requirements. The Union further agrees to secure this information and retain it as confidential.

ARTICLE 26

Class Specifications

By scheduled appointment, University Human Resources will make available to the Union for review, the official job description for any bargaining unit position where a vacancy, promotion, or grievance is involved.

ARTICLE 27

Health Insurance

Employees in the bargaining unit will have the opportunity to participate in the State of Kansas Group Health Plan as established by the State of Kansas. The University will pay the portion of the premium for health insurance coverage as prescribed by the State Legislature.

The parties further agree to encourage the State, by means of a joint letter, to continue to explore methods to reduce the impact of health insurance costs on bargaining unit employees.

ARTICLE 28

Retirement Benefits

Employees in the bargaining unit will be eligible to participate in the retirement program provided by the Kansas Public Employees Retirement System.

Employees may participate in voluntary retirement plans.

ARTICLE 29

New Hire Orientation

The University will place this MOA on its website. During onsite new hire orientation, the University will allow a Union representative to meet with newly hired bargaining unit employees during the new hire orientation for 10 (ten) minutes to inform new hires about the MOA, the Union's representation of the bargaining unit, distribute Union materials, and that Union materials are available from the Union upon request.

Upon request, and no more than once a month, the University will provide the Union with a list of new bargaining unit employees. The bargaining unit employee list will include the bargaining unit employee's first and last name, department, job title, service date, home address, work email address, compensation rate, and, if available, personal email address, mobile phone, and home telephone number. The parties understand the confidential nature of the information. The Union provides the University with assurances that its data storage and data handling practices will at all times align with the University's security standards, practices, and requirements. The Union further agrees to secure this information and retain it as confidential.

ARTICLE 30

Employee Evaluation and Appeal

A performance evaluation will be prepared and furnished (with a verbal explanation) to each employee covered by this Agreement. Such ratings will be made at least annually; however, the University may have a special evaluation made for bargaining unit employees at any time.

The actual rating of each employee will be made by the employee's immediate supervisor, or by other qualified designee. The employee will be given prior notice of the formal evaluation conference. The employee will be informed of the standards on which his or her job performance is rated, their rating on each of these standards, and their final objective rating as assigned by the rater(s) within ten (10) days after its completion. The employee will be given the opportunity to sign the evaluation as evidence they have been informed of the evaluation, but such signature will not abridge the permanent employee's right of appeal if they disagree with the evaluation.

Permanent employees wishing to appeal their evaluation will do so pursuant to KSU PPM Chapter 4030.

ARTICLE 31

Promotion and Vacancy Procedure

Section 1. When practical the University will fill vacancies by promotion from within the organization.

Section 2. Except as provided below, the University agrees new and vacant jobs openings in the bargaining unit will be posted on the University web site for a period of five (5) working days with the date of posting indicated on the notice. Notices of a vacancy will not be required when filling a temporary position, when a position is filled by demotion or transfer, when a position is reallocated, or when a director determines such notice is not necessary for good cause.

Employees within the bargaining unit who desire to apply for a posted vacancy must apply using procedures defined by Human Resources and submit their application within the period required in the posting. If, in the judgment of the University, any employee applicants fully meet the qualifications required and have an acceptable work record, one such employee applicant, in order of seniority, will be selected for the vacancy over applicants from outside the University.

ARTICLE 32

Seniority

Section 1. Upon completion of the probationary period, employees in the bargaining unit will be credited with seniority from the initial date of continuing employment in accordance with K.A.R. 1-2-46.

Section 2. Employees will not accumulate seniority during any period of time the employee is on approved leave without pay in excess of thirty (30) days. Seniority accumulation will resume when the employee properly returns to active employment.

Section 3. An employee's seniority will accumulate without interruption during University approved military leave in accordance with applicable state and federal statutes.

ARTICLE 33

Layoff, Recall, and Furlough

Furlough actions will be administered in accordance with the University's guidelines and KSU PPM 4085.

ARTICLE 34

Shift Preference

Shift preference of qualified employees in all departments of the bargaining unit will be considered as openings occur, and where all factors are substantially equal. Section seniority, where appropriate, classification seniority, then departmental seniority will prevail in this order. Shift changes may not be requested by individual employees more frequently than every six (6) months.

In the event the University changes the time or times a shift begins or ends, shift preferences will be solicited by the University and honored by section seniority, then seniority within the job classification, and then departmental seniority.

ARTICLE 35

Union Stewards

Section 1. The University agrees to recognize Union representatives, including Union stewards who have been designated by the Union to serve in this capacity. The number of Union stewards, selected from among bargaining unit employees in the bargaining unit, will not exceed one chief steward and eight (8) department stewards, limited to one steward per department. Stewards serve for the express purpose of promoting an effective relationship between management and bargaining unit employees by helping to settle problems at the lowest possible levels of the organization.

Section 2. The Union will provide the University with a current list of all University Union stewards, identifying the department in which each steward serves. The chief steward is not restricted to any area in performing their Union functions as long as they remain within the boundaries of the bargaining unit. The list of stewards provided by the Union will be maintained on a current basis.

(a) The function of the chief steward is to serve as a Union point of initial contact and information for all bargaining unit employees in the bargaining unit. Stewards will be allowed reasonable time during working hours, without loss of pay or leave for the purpose of discussing grievances or other appropriate Union related matters directly related to issues in this Memorandum in the steward's work area. Reasonable time for this purpose will be interpreted to mean up to one (1) hour per contact, but no more than two (2) hours per week total for all grievance handling in the area. The steward is permitted to discuss the problem(s) with the bargaining unit employee or bargaining unit employees immediately concerned and, if appropriate, to attempt to achieve settlement with management personnel involved, or their designee(s). Before filing any grievance, the steward will ensure the employee has discussed

the matter with their supervisor. At an employee's request, for purposes of an investigatory interview which could result in discipline, the steward may be present during discussions between the employee and supervisor. Before leaving their job site, the steward will request permission from their immediate supervisor and advise the supervisor: (1) of the need to participate in Union business; (2) the location where the steward will perform the Union business.

(b) It is understood the work and service provided by the University are the primary concern and such requests for absence on Union business 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 they cannot excuse the steward at the requested time, the steward should be advised of the time they may be excused. On arriving at the destination, the steward will seek out the person in charge and advise them of: (1) the purpose of the visit; and (2) the name of the bargaining unit employee they wish to see. If the bargaining unit employee is not available because of work demands, the supervisor will inform the steward when the bargaining unit employee will be available.

(c) Stewards will be given time off with pay for all hours needed to represent bargaining unit members at the Employee Peer Review Committee hearings.

(d) For the meet and confer process, up to four (4) Union bargaining team members will receive meet and confer (MAC) leave, with pay, for their participation, at the table, in scheduled meet and confer sessions, during the team member's regular working hours, not to exceed 6 (six) hours each day. Bargaining unit employee team members otherwise scheduled to work are responsible for requesting MAC leave. Every effort will be made by the University to accommodate bargaining unit employee participation in meet and confer sessions, however, some critical and emergency work situations may, on occasion, prevent such participation. MAC leave hours will not count towards overtime hours, and the University will not pay overtime for any MAC leave. Bargaining team members will make every effort to attend meet and confer sessions.

ARTICLE 36

Union Access

Representatives of the Union previously designated to the University in writing by the Union, will be permitted to come on the premises of the University for the purpose of investigating and discussing grievances or alleged violations of the Memorandum of Agreement with the bargaining unit employees. The representatives of the Union will provide prior notice to the CHRO or their designee. In no case will such visits be allowed to interfere with the scheduled work of the employees.

ARTICLE 37

Use of Facilities

Upon written request from the Local Union President, the University will provide access to meeting space to the Union for regular or special Union meetings. Such meeting space will be provided under the following circumstances:

(a) The Union will reimburse the University for any usual charges related to the use of the facilities including any additional expenses incurred by the University such as custodial services or other expense which would not have been incurred had the space not been made available.

(b) The Union will request the use of such space at least two (2) weeks in advance of the date of use. In the event of cancellation, the Union will make every attempt to cancel the meeting in accordance with the applicable department's cancellation policy, and in any event no later than forty-eight (48) hours prior to scheduled use.

ARTICLE 38

Bulletin Boards

Section 1. The University will maintain bulletin boards for the Union's exclusive use for posting official Union notices including meetings and other Union functions. The Union will also post the same information on its website for all bargaining unit employees.

The University will ensure the following bulletin boards are available to the Union:

For University Facilities Employees:

Maintenance Shop – In the vending area
Dykstra – By 131, and across from 133
Grounds – In Landscape Services break room
Cardwell – In room 139
Ackert – By room 118
Power Plant – Outside PP0102 break room
Paint Shop
Throckmorton
College of Business Administration – Custodian's office
Durland
Kedzie

For Housing Employees:

Housing Maintenance Shop – In the shop

For Food Service Employees:

Derby Food Center – Next to the time clock
Kramer – Next to the time clock

For Other Employees:

Printing Services
Veterinary Medicine - In the Custodial break room
Seaton – In room 0104
King – By 116
McCain – By room 122

Salina Campus:

College Center

Section 2. The Union agrees:

- (a) To thereafter maintain the bulletin boards in good condition and neat appearance;
- (b) Use of bulletin boards will be limited to notice of meetings, notice of elections of officers and other association business unless prior approval is requested and granted by the CHRO or designee. Such approval will not be unreasonably denied;
- (c) To accomplish all posting of new notices and removal of obsolete notices;
- (d) To ensure all notices are signed by an officer of the Union;
- (e) To ensure all notices are in good taste and do not contain anything that would reflect unfavorably upon the University or any employee; and
- (f) The Union is responsible for informing employees of the boards' locations.

ARTICLE 39

Campus Notices

The University will post all bargaining unit job openings on <https://www.k-state.edu/hr/careers>.

The University will post all other general rules and regulations relating to conditions of employment issued by the Vice President for Administration and Finance or by the CHRO on <https://www.k-state.edu/hr/policies/index.html>.

ARTICLE 40

Grievance Procedure – Arbitration Procedure

Section 1. Any grievance or dispute arising as to the interpretation of or application of the provisions of this Agreement will be settled in the following manner. Nothing in this Article or elsewhere in this Agreement applies to matters of demotion, dismissal, or suspension since a method of settlement or an appeal procedure is established pursuant to K.S.A. 76-715a and PPM 4020, 4030, and 4035. This grievance procedure does not apply to employees in during their first six (6) months of

employment. A grievance or 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. A grievance under this Agreement does not include traditional work practices; however, nothing herein will be deemed to exclude the Union from exercising any rights in state or federal courts which it or its members may have under K.S.A. 75-4322(u) wholly apart from the terms of this Agreement.

Section 2.

Step 1. The employee will take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence. The supervisor will then attempt to adjust the matter and will respond to the employee within five (5) working days. The employee may have a Union Steward present at this step.

Step 2. If the grievance has not been settled in Step 1, it will be presented in writing, on mutually agreed upon forms furnished by the University and signed and dated by the employee, to the department director within five (5) working days after the supervisor's answer in Step 1 above is due. The department director will respond to the employee in writing within seven (7) working days.

Step 3. If the grievance has not been settled in Step 2, it will be presented in writing, by the bargaining unit employee to the CHRO of the University or their designated representative within five (5) working days after the response from the department director in Step 2 above is due. The CHRO or designated representative will hold an informal meeting to obtain information regarding the grievance and will respond in writing within ten (10) working days. The bargaining unit employee may have a Union Steward at the meeting, upon the employee's request.

Section 3. Failure by the University to reply to the bargaining unit employee's grievance within the time limits specified above automatically grants to the bargaining unit 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 in this 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.

Section 4. If a grievant seeks compensation as part of the grievance remedy, compensation will be limited to a maximum of fifteen (15) working days prior to the date of the filing of the grievance.

Section 5. Grievances which have not been mutually resolved through the Steps set forth in Section 2 above may be submitted to arbitration by either the University or by the Union by notifying the other party in writing within thirty (30) calendar days of the date of the response of the CHRO of the University or designated representative. If an unresolved grievance is not submitted to arbitration within thirty (30) calendar days of the date of the response of the CHRO or designated representative, it will be considered settled on the basis of the answer in Section 2, Step 3 of the grievance procedure.

(a) A representative chosen by the Union and a representative of the University will meet within ten (10) calendar days of the date of the written appeal of the grievance to arbitration for the purpose of selecting an impartial arbitrator. If these parties are unable to agree on an

impartial arbitrator within the ten (10) calendar day period, the Union will request from the Federal Mediation and Conciliation Service a list of five (5) persons, each qualified to act as an impartial arbitrator. In the event the Federal Mediation and Conciliation Service is unable within twenty (20) calendar days of application, to furnish a list of seven (7) persons, each qualified to serve as the impartial arbitrator, the parties will make joint application to the Kansas Public Employee Relations Board for such a list. Upon receipt of the first available list of seven (7) persons, the University and the Union will determine by lot the order in which they will strike names and thereafter each will in that order alternately eliminate one name until only one name remains on the list, and that person will become the impartial arbitrator.

(b) The cost of this impartial arbitrator and the expense of the hearing will be shared equally by the parties. If both parties request a court reporter, the cost will be shared equally. If only one party requests a court reporter, this requesting party will bear the full cost of the court reporter. Each party will bear the cost of their own transcript. Multiple unrelated grievances will not be subject to arbitration at the same time or before the same arbitrator unless the University and the Union specifically and mutually agree. The arbitrator will only have jurisdiction and authority to interpret and apply the provisions of this Agreement. The arbitrator will not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. The decisions of the arbitrator will be final and binding upon those matters herein but will not authorize the adjustment or change of such matters which have the force and effect of law or have been fixed by statute or by the constitution of the State of Kansas, nor will any decision of the arbitrator require the payment by the University of any monies in excess of funds lawfully appropriated and available for such obligation.

Section 6. Discussion of grievances or disputes at any step of the grievance procedure will be at such time and place as the parties mutually agree.

ARTICLE 41

Check Off of Union Dues

The University agrees that bargaining unit employees may request the check off of Union dues in accordance with applicable State Statutes.

ARTICLE 42

Safety

Section 1. 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 and to attend safety meetings when held by the University to inform employees on safe work habits and safety rules. Every reasonable effort will be made to comply with applicable federal, state, and local safety laws, rules and regulations. All employees will be alert to any unsafe conditions and will promptly report such to their supervisor.

Employees will be notified of all known potentially hazardous/toxic materials before the employee is required to complete assigned job duties with such materials. No employee will knowingly be required to work with faulty or unsafe equipment and tools. Employees assigned tasks that could be dangerous to their health and safety will be provided proper personal protective equipment.

Section 2. Supervisors will see to the prompt investigation and correction of conditions reported by bargaining unit employees to be unsafe. If the supervisor is unable to correct an unsafe condition, it will be referred to the department director. In the event an unsafe condition is not corrected, the department director and/or employee may notify the Executive Director of Environmental Health & Safety. The Executive Director of Environmental Health & Safety will promptly investigate the unsafe condition and give the employee and the department director a written answer as to disposition of the matter.

Section 3. A Service and Maintenance Employee Safety Committee (Committee) will be created for the purpose of nurturing and maintaining a culture of safety. The committee will focus on reducing the risk of workplace injuries and illnesses, including, review and making recommendations regarding workplace safety issues, safety manuals, and protective clothing and equipment.

Two (2) representatives from the bargaining unit will serve as members of the Committee. Representatives will be chosen by the University from a list of 4 names proposed by the Union and presented to the University. Submission of the names will be made by June first (1st) of each year. The selected representatives will work in different departments. Committee members will not lose pay for their time spent participating on the Committee during regularly scheduled shifts.

The Committee will meet at least once per quarter. The meetings will be scheduled by the University. In no event may a bargaining unit Committee member participate in a Committee meeting after accruing forty (40) paid hours in the workweek. Bargaining unit committee members will notify their supervisor to adjust their schedule so scheduled Committee meetings fall during their shift without exceeding forty (40) paid hours in the workweek.

The recommendations of the Committee will be reported to the Executive Director of Environmental Health & Safety for further consideration. Each quarter following submission, the status of the recommendations will be reported to the Committee.

Section 4. When a tool or equipment vendor brings equipment to campus for the purpose of providing a demonstration, and if purchased the tool or equipment would be used by bargaining unit employees to perform job duties and functions, a Department Manager will inform the Union of the date and time of the demonstration. A representative from the appropriate department may observe the presentation(s), observe the product, ask product related questions, test the product for effectiveness if possible, and offer their professional opinion on the benefits of the tool or equipment, during the employee's regular working hours without loss of pay.

ARTICLE 43

Wages and Longevity Bonus

Section 1. Subject to Article 49, the parties agree to reopen this Article 43 on an annual basis, during the month of March, for the purpose of meeting and conferring about wages.

Section 2. Upon completion of ten (10) years of service, each bargaining unit employee in a regular position will be eligible for longevity bonus pay. The longevity bonus payment for each eligible employee will be computed by multiplying fifty (50) dollars by the number of full years of state service, not to exceed twenty-five (25) years. Longevity bonus pay will increase the regular rate applying to overtime pay for hour worked during the twelve (12) months preceding the date the

longevity bonus is paid to the employee and will be considered in calculating the payment of compensatory time to an employee upon termination as provided in K.A.R. 1-5-24.

Section 3. Wage increases are awarded to eligible bargaining unit employees hired on or before December 1, and effective the first day of the fiscal year.

ARTICLE 44

Continuing Education and Tuition Reimbursement

Section 1. The University agrees to reimburse employees the cost of continuing education classes if the class taken is required by the University in the performance of an employee's duties at the University and the employee successfully passes the required course.

Section 2. With supervisory and department director approval, an employee may take one class per semester at a local accredited technical school, to improve or establish skills related to employment at the University. With successful completion of the class, the employee will be reimbursed the tuition cost of the class. Fees and other associated costs are the responsibility of the employee.

Section 3. The University values additional continuing education for its employees and provides tuition assistance for classes taken through Kansas State University. The Tuition Assistance Program is available to full-time (at least .9 FTE), benefits eligible employees.

To receive tuition assistance, University employees must submit an application for Tuition Assistance to the Office of Student Financial Assistance before the start of each semester. Payment of tuition for one undergraduate or graduate course, up to three credit hours, is permitted for each Fall, Spring, and Summer semesters. The application requires the employee's and department head's signatures and final approval by the Office of Student Financial Assistance. Classes may be taken through the Manhattan, Olathe, or Salina campus.

Tuition assistance pays for tuition only. Fees and other associated costs are the responsibility of the employee.

Section 4. Work release is not part of these programs; time away from work for classes is up to agreements made with the supervisor and department head.

Section 5. Dependents and spouses of full-time bargaining unit employees (at least .9 FTE) with regular (non-term) appointments are eligible for the Dependent/Spouse Grant. Employees are not eligible to receive tuition assistance from the Dependent/Spouse Grant. Complete information and the application form are available at the K-State Dependent/Spouse Grant website.

ARTICLE 45

Right to Representation

Section 1. All disciplinary actions regarding suspensions, demotions, and dismissals will be administered in accordance with applicable University policies and the employee's sole recourse on suspensions, demotions, and dismissals is in accordance with such policies.

Section 2. When suspension, demotion, or dismissal is proposed by the CHRO or designee, the employee will receive a written statement of the proposed action and the reason for the proposal. The notice will specify the date, time, and place by, or at which, the employee may reply in writing or appear in person or by phone, or a combination thereof. If the employee chooses to appear in person or by phone on the issue of the proposed suspension, demotion, or dismissal, the employee has the right to be represented by the Union or by a person of the employee's choice. Additionally, the Union is entitled to one member being seated on the Peer Review Committee or the University Support Staff Appeals Board, if an appellant is a member of the bargaining unit.

Section 3. The representation provided in this Article also does not include meetings or discussions between an employee and his or her supervisor for the purpose of instruction, performance feedback, or oral warnings, or counseling, or for any other purpose unless expressly indicated below.

(a) The University will advise the employee when an interview/meeting will result in a written warning and/or a proposal for a suspension, demotion or dismissal, and if requested by the employee, the interview/meeting will be immediately recessed to allow the employee an opportunity to secure a representative of their choice, provided that such a recess, in the opinion of the University, will not endanger the results of the investigation. The University retains the right to immediately place an employee on leave with pay, pending the completion of an investigation.

(b) If the representative selected by the employee is not available for participation in the interview within forty eight (48) hours, or beyond a period of time which, in the opinion of management will endanger the results of the investigation, the investigative meeting with the employee may proceed without the employee's representative.

(c) If a steward agrees to serve as a representative of an employee during the investigation, the steward's participation will be considered as time worked, but only to the extent of hours permitted in accordance with Article 35 of this Agreement.

(d) The function of the steward during the investigative interview will be to consult with the employee under investigation prior to the interview. The steward and the employee under investigation may briefly consult prior to responding to a question, but the employee under investigation will give the responses. The steward will not attempt to cross examine the interviewer or otherwise interfere with the interview process. If the steward violates this process, the University will warn the steward once and may then ask the steward to remove themselves if further disruption or undue delay occurs. The employee may ask for a short break at any time during the investigative interview.

Article 46

Shared Leave

Section 1. Shared leave is an optional medical leave program that may be granted for eligible bargaining unit employees who are experiencing a physical or mental health condition that is serious, extreme, or life threatening and who have exhausted their leave balances. In some circumstances, shared leave may be requested and may be granted to care for a family member experiencing a serious, extreme, or life-threatening health condition if that diagnosis and the inability to perform daily living activities unassisted is substantiated by a medical professional. For purposes of this program only,

“family member” means a person related to the employee by blood, marriage or adoption, or a minor residing in the employee’s residence as a result of court proceedings.

The standard for determining whether conditions are serious, extreme, or life threatening is stringent. Qualifying medical conditions do not include routine and planned surgeries, routine pregnancy and delivery, anxiety and depression (unless hospitalization is required in treatment), broken bones, or chronic diseases or conditions.

Additional criteria include the exhaustion of all accrued leave, submission of the Shared Leave Request form, review process by a committee, and satisfactory work performance and attendance. If approved, shared leave covers only the duration of the medical condition for which it was granted, up to a maximum of six (6) months. Shared leave can be awarded retroactively up to two pay periods if circumstances are warranted. Shared leave forms are available on the Human Resources website.

Section 2. Any leave-earning employee with at least six (6) months of continuous service may submit a Shared Leave Request form and medical documentation from a certified healthcare provider for continuous or intermittent shared leave for conditions defined in Section 1 of this Article.

An employee with a current or pending workers’ compensation claim is not eligible for shared leave for the same medical condition. An employee approved for long-term disability is not eligible for shared leave. Shared leave may be denied if the approving authority determines the requesting employee has a documented history of leave abuse or unsatisfactory work attendance. Once the Shared Leave Request form is approved, the award of leave is dependent upon availability of shared leave donated by other employees.

Shared leave covers only the duration of the medical condition, up to a maximum of six (6) months, for which the leave was approved and it cannot be awarded twice for the same condition.

If approved for intermittent shared leave, the employee may be awarded up to six (6) months of intermittent shared leave, in three (3) month increments.

Once the first three months of shared leave have expired, in order for the employee to continue to be eligible for the leave, the employee must complete another shared leave request and have a certified healthcare provider complete an updated medical documentation form and re-submit all documentation to Human Resources.

Section 3. An employee requesting shared leave must submit a signed Shared Leave Request form through the employee’s department to Human Resources. The request must include complete medical information from a health care provider.

A Shared Leave Review Committee, made up of at least two University support staff will consider the completed Shared Leave Request form and submit a recommendation to the CHRO or designee.

Applicants will be notified of approval or denial of their shared leave request. If the shared leave is denied, the notification will include the reason for such denial and contact information for questions.

Section 4. Shared leave is paid at the recipient's regular rate of pay by the recipient's department. An employee receiving shared leave is considered to be in pay status and will continue to receive benefits equal to those received prior to the start of shared leave.

Any vacation and sick leave accrued by the recipient employee during each pay period must be exhausted before shared leave hours are used.

Once an employee has returned to work for at least twenty 20 days, the shared leave awarded but not yet used is unavailable to the recipient except as described in Section 1 above. Shared leave awarded but not used by a recipient will be returned to the donor(s) on a pro-rated basis if the donor(s) is still employed in an eligible position at the University.

Section 5. Shared leave donations can be made only to an employee who is already approved for shared leave. Donations can be made to a specific individual or to any employee who is approved for shared leave. Donations are made on a Shared Leave Donation form and submitted to Human Resources. All donations are anonymous.

These conditions apply to all shared leave donations:

- a. Bargaining unit members may donate sick leave and/or vacation leave.
- b. Donating vacation leave: The donor's remaining vacation leave balance must be eighty (80) hours or more, after a donation of vacation leave.
- c. Donating sick leave: The donor's remaining sick leave balance must be four hundred eighty (480) hours or more after a donation of sick leave.

These balances are not required when the donor is terminating employment with the University.

ARTICLE 47

Handling Impasse

If, in the course of meet and confer meetings, either the University or the Union conclude that an impasse has been reached on a remaining issue or issues, either party may request mediation of the impasse by furnishing the other party with a written statement of its present position(s) with a notice of intent to request mediation. Within five (5) days of the receipt of notice, the other party may submit, in the interest of compromise, a counter proposal. Failure to submit a counter proposal within five (5) days will constitute joint agreement to proceed with mediation. If, after discussing the counter proposal, a party concludes an impasse still exists, either party may request mediation and will notify the other party in writing of the same.

The parties will immediately contact the Public Employee Relations Board asking for commencement of impasse declaration/resolution proceedings in accordance with the provisions of K.S.A. 75-4332(b).

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 written statement of its present position(s) on the remaining issue or issues, with a notice of intent to request fact-finding. Within seven (7) 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 the impasse still exists, either party may notify the other in writing, and jointly the parties will request that the Public Employees Relations Board advance the impasse to the fact-finding stage of the process in accordance with the provisions of K.S.A. 75-4332(c).

The expense of mediation efforts and fact-finding services will be handled in accordance with K.S.A. 75-4332(g).

ARTICLE 48

No Strike or Lock Out

The Union agrees that during the life of this Agreement the Union, its agents, or its bargaining unit members will not authorize, instigate, aid, or engage in any walkout, work stoppage, slowdown, sickout, refusal to work, picketing, or strike against the University. The University will not lock out any bargaining unit employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 49

Duration, Termination and Approval of the Board of Regents, State Administration, and the Legislature

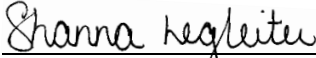
This Memorandum of Agreement will become effective June 28, 2024, subject to approval of the Board of Regents and the Secretary of Administration except for those provisions which state herein, or otherwise by law require the approval of the Governor and/or the Legislature. This Agreement will remain in effect for a period of three (3) years from the effective date, except that, in March of each year, either party may notify the other in writing of its desire to meet and confer on wages only.

The entire Agreement will be automatically renewed from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days nor more than one hundred fifty (150) days prior to the third anniversary date of the agreement, or any anniversary date thereafter that it desires to change or terminate this Agreement, as the case may be. If notice to modify is given, it will contain a specific statement of the Articles to be modified, and meet and confer meetings will begin no later than sixty (60) days prior to the anniversary date.

Also, it is agreed by and between the University and the Union, that subsequent to ratification of this Agreement by the bargaining unit members, this Memorandum of Agreement will be submitted to the Board of Regents and the Secretary of Administration for approval or rejection, and if approved will be implemented, except as provided below. Any provision requiring approval of the Governor, if approved, will become effective at such time or times as specified by the Governor. Any part or parts of Memorandum of Agreement which requires passage of legislation for the implementation thereof will be submitted to the legislature at its next regular session, and if approved by the legislature will become effective on the date specified by the legislature.

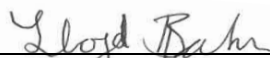
In witness thereof, KSU and KAPE hereto have set their hands this 20th day of June 2024.

**STATE OF KANSAS-KANSAS
STATE UNIVERSITY**



Shanna Legleiter
CHRO, Kansas State University


**KANSAS STATE UNIVERSITY
EMPLOYEES ASSOCIATION, LOCAL
6400**



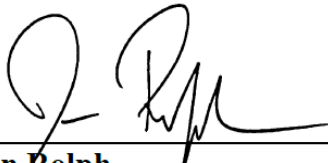
**Kansas State University Employees
Association, Local 6400 Negotiation
Team Member, Lloyd Baker III**



President, Kansas State University
Richard Linton



**Kansas State University Employees
Association, Local 6400 Negotiation
Team Member, Arden Pultz**



Jon Rolph
Chair, Kansas Board of Regents



Adam Proffitt
Secretary of Administration
PCD