ARTICLE 1

Recognition

The University recognizes KAPE/AFT as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances of all employees in the unit found appropriate by the Public Employees Relations Board in case number UE 15-1973 amended by the Board:

Appropriate unit shall INCLUDE all eligible maintenance and service employees at Kansas State University within the classifications set forth below, and appropriate unit shall EXCLUDE 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 Assistant	Agricultural Technician
Animal Science Technician I	Animal Science Technician II
Automotive Driver	Baker
Buildings System Technician	Carpenter
Carpenter Senior	Cook
Custodial Crew Leader	Custodial Worker
Custodial Specialist	Electrician
Electrician Senior	Electronics Technician
Equipment Mechanic	Equipment Mechanic Senior
Equipment Operator	Equipment Operator Senior
Equipment Operator Specialist	Equipment Operator Trainee
Extension Nutritional Assistant I	Extension Nutritional Assistant II
Facilities Specialist	Food Service Worker
General Maint. and Repair Tech.	Gen'l. Maint. and Repair Tech. Sr.
Health Care Assistant	Lab Educational Technician
Laboratory Technician I	Laboratory Technician II
Laboratory Technician III	Lock System Specialist
Machinist	Mason
Meat Cutter	Mechanic
Mechanic Senior	Painter
Photographer	Photographer Senior
Plant Science Technician I	Plant Science Technician II
Plumber	Plumber Senior
Power Plant Operator	Power Plant Operator Senior
Printer	Printer Senior
Printer Service Coordinator	Printer Specialist
Refrigeration and AC Svc. Tech.	Ref. and AC Svc. Tech. Sr.
Sheet Metal Worker	*Service Assistant
Utility Worker	Veterinary Anesthesia Technician
Veterinary Technician I	Veterinary Technician II
Welder	

* Excluding Service Assistants assigned to the KSU Police Department

When a not previously used Service/Maintenance position title is allocated by the University, KAPE will have the right to request in writing that the position be included or excluded from the unit, stating the reasons for said inclusion or exclusion. The University shall respond within ten (10) days. If KAPE's request is denied, the University shall 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 shall be petitioned for a ruling on the inclusion or exclusion of the position. Any individual placed in a contested position shall 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 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

It is agreed by KAPE and the University that nothing in this Memorandum of 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 except any subject preempted by federal or state law, or the authority and power of any civil service commission, 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, from which appointments or promotions may be made to positions in the competitive division of the classified service of the University served by such civil service commission or personnel board.

ARTICLE 4

Employee Organization Membership

University employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment (i.e. salaries, hours of work, wages, and benefits).

University employees also shall have the right to refuse to join or participate in the activities of employee organizations and that they will not be coerced, intimidated, or otherwise forced by the University or KAPE to join or not join KAPE as a condition of employment.

ARTICLE 5

Non-Discrimination

The University and KAPE will not discriminate on the basis of race, color, national origin, age, sex, handicap, or political or religious affiliation. The University will promote the full realization of equal employment opportunity for minorities, women, and handicapped persons through a comprehensive Affirmative Action program. The University will assure equal opportunity to disabled veterans and Vietnam era veterans regarding positions for which they are qualified.

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

ARTICLE 6

Workweek and Overtime

Section 1. 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. Except for food service employees, the regular workweek shall be five (5) consecutive days and the regular workday shall not exceed eight (8) hours within nine (9) consecutive hours. When scheduling the hours of work for various employees, it may be necessary to schedule some employees to work Saturday or Sunday or both as part of their schedule, but the total hours regularly scheduled in a workweek shall not exceed forty (40).

Section 2.

(a) Overtime is defined as all hours worked which exceed forty (40) in a workweek for all employees.

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

(1) the employee is asked to report to work in order to respond to a building , highway, or public safety emergency, as determined by the appointing authority;
(2) this work is performed outside the employee's normal work schedule for the workweek or work period that includes the official state holiday; and
(3) the appointing authority authorized inclusion of that official state holiday in calculating time worked by the employee.

(c) Regular scheduled hours shall 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 individual employee.

Section 3. Overtime for eligible employees shall be compensated for hours worked as provided in this Agreement in excess of forty (40) hours in a workweek. Overtime hours worked will be compensated at the rate of one and one half times the employees' regular rate of pay or one and one half hours of compensatory time off for each hour of overtime worked in excess of the 40 hour-per-week threshold.

Section 4. The University shall 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 shall 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.

(a) Probationary employees shall 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.

(b) Voluntary overtime will be offered to employees who are qualified and who normally perform the work for which the overtime is being offered.

(c) An employee may be held over at the end of his or her 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.

(d) Employees placed on stand-by will, if necessary, perform the overtime activities for which they were placed on stand-by.

(e)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 shall be considered as a limitation on management's right to make mandatory overtime assignments.

Section 5. The University will propose and seek an increase in the shift differential to $.40 per hour.

Section 6. When inclement weather is declared by the University, those employees previously designated as essential and required to report to work, will be given one and one half hour off for every full hour worked during the period of declared inclement weather.

ARTICLE 7

Alternative Work Schedules

When consistent with the needs of a unit, employees may request and departments may implement the establishment of 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 employee, only the employee making the request for the change of work schedule will be affected. The standard workweek for full-time employees shall 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 before termination of any alternative work schedules.

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 shall ensure that all employees are treated in accordance with Affirmative Action guidelines.

ARTICLE 8

Rest Periods

Employees in the appropriate unit 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.

During rest periods employees are free to leave those work stations not requiring continuous attendance as long as they return to the work station within fifteen (15) minutes.

If employees are required to work overtime which requires them to work two (2) hours or more consecutively in addition to their regular eight (8) hour shift, **a** fifteen minute break will be provided. 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

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

ARTICLE 10

Stand-by

Section 1. The University may require an 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 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. Stand-by assignments shall be limited to work situations where a probability

for emergency recall of employee(s) exists. The employer will request volunteers prior to assigning stand-by duty.

Volunteers will be solicited from an alphabetical list of all employees in each classification on a rotating basis as follows. The last person volunteering for stand-by will be identified and the next person on the list will be asked if they wish to volunteer for stand-by. Inquiries will be made of each successive person on the list until such time as adequate standby coverage is insured or the list is exhausted. If an insufficient number of volunteers is obtained, the employer may assign stand-by. Stand-by assignments shall be made on a rotating basis from an alphabetical list of all employees in each classification. The last person assigned to stand-by will be identified and the next person or persons on the list will be assigned until such time as adequate stand-by coverage is insured.

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 or (2) requesting relief from stand-by from the employer for good cause. Any employee relieved from a stand-by assignment by the employer shall be the first employee assigned to future stand-by assignments and requests for relief from stand-by shall not be unreasonably denied by the employer.

Section 2. Employees who receive stand-by orders in accordance with Section 1 shall 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 shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.

Section 4. An employee on stand-by who is not available when called and who does not present reasonable justification for failure to report when called shall lose stand-by compensation for that stand-by period.

Section 5. When an employee is restricted to a particular telephone number at a location designated by the employer or to the employer's premises, the employee shall be compensated at his or her regular rate of pay and shall not receive stand-by compensation.

Section 6. An employee restricted pursuant to Section *5* above who is not available when called shall lose compensation for that 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 11

Holidays

Section 1. Employees in the appropriate unit shall have the following legal holidays with pay:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Veteran's Day

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered holidays with pay for employees in the appropriate unit. A notice for such holidays for the following calendar year will be given to each employee within 30 days of the Governor's announcement.

Section 2. When one of these legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday for state employees. When one of the legal holidays falls on a Sunday, the following Monday shall be considered as a holiday. A full time employee who is required to work on a legal holiday or on an officially observed holiday shall, in addition to his or her 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 credits for the hours worked on the holiday at the rate of one and a half (1-1/2) 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 it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee in the next available pay period. If compensatory holiday credits are given and consistent with the needs of the University, earned compensatory holiday credits, when requested in advance, will be approved. Compensatory holiday credits may be given any time within a six (6) month period following the holiday worked.

Section 3. When one of the legal holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 4. Each employee, regardless of his or her work schedule, shall 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 employee who is required to work on both the legal holiday and the officially

observed holiday shall receive the additional holiday pay or the compensatory holiday credits for only one (1) of the two (2) days. If compensatory time is not taken at the end of a six month period from the date earned it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee in the next available pay period.

ARTICLE 12

Vacations

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

Section 2. Classified employees in regular positions earn and may accumulate vacation leave as shown below, subject to the following provisions. When terminating, leave credits are not earned after the last day of work.

Section 3. Vacation Leave Credits and Maximum Accumulations:

Vacation Leave Earnings Schedule

In FY 09 Nonexempt Employees Hours Earned Per Pay Period Based on Length of Service				
Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 Years & Over
0-7	0	0	0	0
8-15	0.4	0.5	0.7	0.7
16-23	0.8	1	1.4	1.4
24-31	1.2	1.5	2.2	2.2
32-39	1.6	2	2.9	2.9
40-47	2	2.5	3.6	3.6
48-55	2.4	3	4.3	4.3
56-63	2.8	3.5	5.0	5.0
64-71	3.2	4	5.7	5.7
72-79	3.6	4.5	6.5	6.5
80-	3.7	4.7	6.7	6.7
Maximum Accumulation of Hours	304	304	304	304

In FY 10 and Beyond Nonexempt Employees Hours Earned Per Pay Period Based on Length of Service				
Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 Years & Over
0-7	0	0	0	0
8-15	0.4	0.6	0.7	0.7
16-23	0.8	1.2	1.4	1.4
24-31	1.2	1.8	2.2	2.2
32-39	1.6	2.3	2.9	2.9
40-47	2	2.9	3.6	3.6
48-55	2.4	3.5	4.3	4.3
56-63	2.8	4.1	5.0	5.0
64-71	3.2	4.7	5.7	5.7
72-79	3.6	5.3	6.5	6.5
80-	3.7	5.5	6.7	6.7
Maximum Accumulation of Hours	304	304	304	304

Each exempt classified employee in a regular position shall accrue annual leave in accordance with the following tables.

In FY 09 Exempt Employees Hours Earned Per Pay Period Based on Length of Service				
Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 Years & Over
0	0.0	0.0	0.0	0.0
>0	3.7	4.7	6.7	6.7
Maximum Accumulation of Hours	304	304	304	304

In FY 10 and Beyond Exempt Employees Hours Earned Per Pay Period Based on Length of Service				
Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Years & Less Than 10 Years	10 Years & Less Than 15 Years	15 Years & Over
0	0.0	0.0	0.0	0.0
>0	3.7	5.5	6.7	6.7
Maximum Accumulation of Hours	304	304	304	304

* Overtime worked is not counted in determining vacation leave earned.

(a) Employees who are eligible to earn annual leave may accumulate a maximum of 304 hours of annual leave; provided, however, that an 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. Applications for vacations must be approved by the department head. Approval by the department head (or his/her designee) will be withheld only for good and sufficient reason(s), which shall 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 (1) hour when needed for personal reasons.

Section 5. Consistent with the needs of the University, earned vacation leave, which is requested in advance, will be approved. 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 department head's annual scheduling of vacation leaves, any conflict between employees desiring the same time period will normally be resolved by longevity within each classification by departments. Once a vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

ARTICLE 13

Vacation Leave for School Employees

School employees covered by this Agreement who are employed in a nine (9) month position during which there are scheduled vacation periods at stated times, including Thanksgiving or Christmas, and whose services are not required during such scheduled vacation periods shall 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 such employee separated from the University before the end of the school year for which he or she is employed, shall be charged on the final pay voucher for any days of vacation leave used in excess of days accrued.

School employees who remain employed for the full school year shall earn vacation leave credits for the full period employed regardless of the beginning and ending time of the school year in accordance with the schedule set forth in Article 12.

ARTICLE 14

Sick Leave

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

Sick Leave Table for Non-Exempt Employees

*Hours in Pay Status Per Pay Period	Hours Earned Per Pay Period
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

* "Hours worked" means hours in pay status except that overtime worked and additional payment for holidays worked are not counted in determining sick leave earned.

Section 2. Sick leave with pay shall 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, including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom, of a family member, and 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; or

(d) the adoption of a child by an employee or initial placement of a foster child in the home of an 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:

(1) Any person related to the employee by blood, marriage, or adoption; and
(2) any minor residing in the 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) If an appointing authority has evidence that an employee cannot perform the employee's duties because of illness or disability, if the employee has accumulated sick leave, and if the employee refuses or fails to apply for sick leave, the appointing authority may require the employee to use sick leave. Upon exhaustion of this employee's sick leave, the appointing authority may require the employee to use any accumulated vacation leave. An appointing authority may request a written release by a licensed health care or mental health care professional ultimately responsible for patients' health care before the employee is allowed to return to work. If the employee has exhausted all sick leave or accumulated vacation leave, the appointing authority may grant the employee 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 shall be granted use of accumulated leave upon the employee's request. The compensation for accumulated leave used each payroll period shall 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 credits shall be used only after sick leave credits have been exhausted. The appointing authority shall not require the use of accumulated compensatory time credits in conjunction with workers compensation.

(h) Each former employee who had unused sick leave at the time of separation, and who returns to state service in a regular position within a year shall have the unused sick leave returned to the employee's credit. This provision shall not apply to a person who has retired from state service.

Section 3. Employees who become ill while at work shall notify their immediate supervisor, after which they may leave work. If employees become ill while away from work, they shall notify their immediate supervisor as soon as possible. After initial notification, an employee needs only to notify the immediate supervisor at a minimum of every other day of their continued illness. If they 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, said employee may be required to submit a physician's statement substantiating

each absence due to illness. The University must provide the employee documentation supporting the University's determination to require an employee to submit a physician's statement if requested.

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

ARTICLE 15

Funeral Leave

An employee in the classified service, excluding an employee on an emergency appointment, shall be granted leave with pay, for three (3) working days, to make arrangements for and to attend the funeral of a member of his/her immediate family. Additional working days, may be granted on a showing that circumstances require travel out of the surrounding area or additional duties/responsibilities related to the family member's death. If a request for an additional three (3) days is denied, such denial shall be for good cause. When the request is made in writing, the denial shall be stated in writing to the employee making the request for the additional days.

Immediate family shall be defined as spouse, child, mother, father, brother, sister, foster parents, step parents, step children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren, unmarried domestic partner or any relative or legal guardian residing in the household. One day will be allowed in the case of death of the employee's or employee's spouse's aunt or uncle.

Funeral leave shall not exceed six (6) working days in any one instance.

ARTICLE 16

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, shall 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 shall be accompanied by a copy of the appropriate military orders. Any military leave shall expire within ninety (90) days after release from such service. Failure to return within the 90-day period shall result in cancellation of the military leave and the employee shall receive no credit for time so served.

Section 2. Any employees making application to the appointing authority within ninety (90) days after receiving a discharge from the military service under honorable conditions, or from hospitalization, shall: (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; (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 shall be considered the same as the time served with the state. Sick leave, vacation leave, and holidays shall not be earned or accrued during a period of military leave without pay. Reenlistment or continuation of active duty beyond the time prescribed by Title 38, U.S. Code, Chapter 43, shall be considered a voluntary resignation from military leave status.

ARTICLE 17

Jury Duty Leave

Unit employees in a regular position, shall 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 shall 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 shall retain any amount paid to the employee for his or her expenses in traveling to and from the place of the jury duty or required appearance. However, 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 shall turn over to the state any mileage expense payments received.

ARTICLE 18

Time Off for Voting

The University will grant employees in the appropriate unit time off with pay to vote (not to exceed two consecutive hours) between the time of opening and closing of the polls: Provided, that if the polls are open before commencing work or after terminating work but the period of time the polls are so open is less than two (2)

consecutive hours, the employee shall 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 shall not include any time during the regular lunch period. Special circumstances will be considered to assure employees their statutory rights.

ARTICLE 19

Transfer of Leave Credits

Section 1. When an employee transfers from one state agency to another or between departments within the University, his or her accumulated vacation and sick leave credits shall be transferred with the employee.

Section 2. When an employee separates from one agency and is appointed to another agency on the following working day (the separation and appointment being other than a transfer), the employee's accumulated vacation and sick leave shall be transferred with the employee.

ARTICLE 20

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

Section 1. An employee who retires or is otherwise separated from state service shall be paid for their accumulated vacation and compensatory time credits.

Section 2. Employees covered by this Agreement who resign or are otherwise separated from the service shall be paid for their accumulated vacation leave and compensatory time credits at the same time as they are paid for their last day of work. Pay for unused vacation leave, or compensatory time credits shall be calculated at a rate of compensation not less than the higher of either of the following rates:

(a) the average regular rate received by the eligible employee during the last three years of the employee's employment; or

(b) the final regular rate received by the eligible employee.

Pay for such vacation, and/or compensatory time credit shall be a lump sum addition to the employee's last paycheck. No employee shall earn credit for vacation,

sick leave, or holidays after the date of his or her resignation or other type of separation from the service.

ARTICLE 21

Leave Without Pay

Permanent employees in the appropriate unit 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. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee on a form provided by the Division of Human Resources and shall require written approval of the University appointing authority.

(a) Any probationary or conditional employee may be granted leave without pay for a period not to exceed sixty (60) days for sickness, disability or other good and sufficient reason. Each such absence that exceeds 30 calendar days shall be reported to the Division of Personnel Services.

(b) Permanent employees may be granted leaves of absence without pay from a classified position in order to take an appointive position in the unclassified service.

(c) Voluntary separation from the classified service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under "KAPE Leave".

(d) The University appointing authority 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 shall 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 he or she meets the qualifications.

(f) Failure to report on the expiration date of an authorized leave of absence shall be deemed a resignation.

(g) Employees serving a probationary period from a promotional certification may be granted leaves without pay provided permanent status had been earned in the classification in which employed prior to the current appointment. The

employee's current probationary period shall be continued effective with return from leave until the total time actually served equals the time required.
(h) Employees on leaves of absence without pay shall not be credited with time accrual for purposes of vacation, sick leave or salary increases.

ARTICLE 22

KAPE Leave

A permanent employee in the appropriate unit of the University may request a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE leave of absence shall not be granted to exceed one (1) year.

An employee who returns at the expiration of a regularly approved KAPE leave without pay shall be returned to a position in the same class as the position held at the time the leave was granted.

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

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

ARTICLE 23

Probation

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

Section 2. Employees in the appropriate unit of the University on original appointments shall be in a probationary period for their first six (6) months of employment. Probationary periods may be extended, but in no case shall the total probationary period exceed one (1) year.

Section 3. Employees who are promoted to higher classification shall 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 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 promotional appointee's services during this probationary period are found to be

unsatisfactory, the University will permit the employee to return to a position in the same class as the position in which the employee served before the employee's promotion.

Section 4. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

ARTICLE 24

Personnel Records

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

Section 2. The official file contains the employee's application for employment, all official documents affecting the employee's status, performance evaluations and leave records. Upon review the employee shall 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 his/her 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, and cost of duplication (not to exceed 10 cents per copy or the market rate) shall 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 shall be placed in the employee's official file unless the employee has had an opportunity to read the material. The employee shall have an opportunity to affix his/her signature or initials to acknowledge that they have seen the material, not necessarily to indicate agreement with the content.

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

Section 6. Official grievances filed by any employee under the grievance procedures outlined in this agreement shall 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 shall be made part of the employee's official personnel file.

ARTICLE 25

Class Specifications

By appointment, the University will make available to KAPE for review in the Division of Human Resources the official Civil Service class specification and/or job description for any specific position in the appropriate unit in cases where a vacancy, promotion or grievance is involved.

ARTICLE 26

Health Insurance

Employees in the appropriate unit will continue to participate in the State of Kansas Group Health Plan as established by the State of Kansas. It is agreed that the University shall pay the portion of the employee's 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 unit employees.

ARTICLE 27

Retirement Benefits

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

ARTICLE 28

New Hire Orientation

The University will provide all new employees in the appropriate unit a packet of orientation and information material, including the Memorandum of Agreement.

The University agrees to provide KAPE with a list of names of new employees and their departmental addresses within (30) thirty days of the employee's employment with the University.

ARTICLE 29

Employee Evaluation and Appeal

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

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

If an employee with permanent status believes that they have been unfairly rated, the employee may, within seven (7) calendar days after he or she has been informed of their rating, address an appeal in writing to the appointing authority. The appointing authority, within seven (7) calendar days following receipt of the employee's written notice of appeal, shall contact the chair of the Civil Service and Discrimination Review Committee to convene a panel of three (3) or more persons to hear the appeal. The appeal committee shall not include the initial rater or raters. Before convening the appeal committee, the appointing authority shall give the employee an opportunity for consultation on the matter.

The appeal committee shall consider such evidence as may be offered by the employee and the rater(s), and as it may secure on its own initiative, and shall, within fourteen (14) calendar days of the date the members of the committee were convened, prepare and sign a rating for the employee, which rating shall be final and not subject to further appeal.

In the event an employee receives an overall unsatisfactory rating, the evaluator will advise the employee through the written employee performance evaluation of the specific deficiencies in his/her performance. An employee who receives an overall unsatisfactory written evaluation will be reevaluated within a period not to exceed the next one hundred eighty (180) days.

An employee serving a probationary period on a promotional appointment, a reinstatement, or a reallocation, shall have the same right to appeal his or her evaluation as an employee with permanent status, if the employee had permanent status in the class in which they most recently served prior to promotion, reinstatement or reallocation.

Except as noted above in this paragraph, a probationary employee shall not have the right to appeal an evaluation.

A conditional employee shall not have the right to appeal an evaluation.

ARTICLE 30

Promotion and Vacancy Procedure

Section 1. It is the University policy that whenever feasible, vacancies will be filled by promotion from within the organization.

Section 2. Except as provided below, the University agrees that all new and vacant jobs openings in the appropriate unit shall be posted on the bulletin board located in Edwards Hall and 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 shall not be required when filling a temporary position, when a position is filled by demotion or transfer, when a position is reallocated or when the director determines that for good cause such notice is not necessary.

Section 3. Employees within the appropriate unit who desire to apply for a posted vacancy must obtain a form available for such purpose from the office of the University Division of Human Resources and submit their application within the period required in the posting. If, in the judgment of the University, any one of the employee applicants fully meets the qualifications required and has acceptable work record, one such employee applicant will be selected for the job over applicants from the outside.

ARTICLE 31

Seniority

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

Section 2. An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and seniority accumulation shall resume when such employee properly returns to permanent employment at the end of such leave.

Section 3. An employee's seniority shall accumulate without interruption during military leave which is conformed to in accordance with applicable state and federal statutes.

Section 4. Two copies of lists of the employees in the appropriate unit shall be brought up-to-date annually as of November 1st and shall be furnished to KAPE. Such unit lists shall contain employee's name, classification, department, employment date, employee's department mailing and home address, if not suppressed. This list will be provided in print and on computer disk in database format. Cost of the list on disk shall be paid for by KAPE.

ARTICLE 32

Layoff, Recall and Furlough

Layoff, recall and furlough actions will be administered in accordance with Article 14 of the Kansas Administrative Regulations.

ARTICLE 33

Shift Preference

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

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

ARTICLE 34

KAPE Representative (Steward) System

Section 1. The University agrees to recognize KAPE representatives (stewards) who have been designated by KAPE to serve in this capacity. The number of KAPE representatives (stewards), selected from among employees in the appropriate unit, will not exceed one chief KAPE representative (steward) and eight (8) area KAPE representatives, limited to one steward per work unit. It is agreed that KAPE, in appointing such KAPE representatives (stewards), does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible levels of organization.

Section 2. KAPE agrees to provide the University a current list of all KAPE representatives (stewards), designating the area of the appropriate unit in which each

serves as a KAPE representative (steward). The chief KAPE representative (steward) is not restricted to any area in performing his or her assigned functions as long as he or she remains within boundaries of the appropriate unit. The KAPE representative (steward) list provided by KAPE will be maintained on a current basis.

(a) The function of the area KAPE representative (steward) is to serve as a KAPE point of initial contact and information for all employees in the appropriate unit. KAPE representatives (stewards) will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or other appropriate matters directly related to the work situation of employees in the area of the appropriate unit represented by the KAPE representative (steward). Reasonable time for this purpose shall 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 KAPE representative (steward) is permitted to discuss the problem(s) with the employee or employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Before attempting to act on any employee grievance, the KAPE representative (steward) will insure that the employee has discussed the matter with his or her supervisor. The KAPE representative (steward) may be present during the discussion between the employee and supervisor if the employee so requests. Before leaving his or her post, the KAPE representative (steward) will request permission of his or her immediate supervisor and advise the supervisor: (1) that his or her absence involves KAPE business; (2) the location he or she is going to.

(b) It is understood that the work and service provided by the University are the primary concern and such requests for absence on KAPE business will be evaluated by the supervisor in light of the KAPE representative's (steward's) assigned work and the conditions existing at the time. If the supervisor feels that he or she cannot excuse the KAPE representative (steward) at the requested time, the KAPE representative (steward) should be advised of the time he or she may be excused. On arriving at the destination, the KAPE representative (steward) will seek out the person in charge and advise him or her of: (1) the purpose of the visit; (2) the name of the employee he or she wishes to see. If the employee is not available because of work demands, the supervisor will inform the KAPE representative (steward) when the employee will be available.

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

(d) KAPE representatives (stewards) will give equitable attention to complaints of all employees included in the appropriate unit as defined in the Recognition article of this Agreement without regard to KAPE membership.

Section 3. The function of the chief KAPE representative (steward) is to assist the area KAPE representative (steward) when necessary. He or she will observe the procedures set forth in Section 2 of this article provided, however, if the University requests the services of the chief KAPE representative (steward), this time will not be counted as apart of the two (2) hours per week time limit referred to in Section 2(a) of this article.

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

Section 5. An employee desiring to leave his or her post to discuss an appropriate matter with a KAPE representative (steward) will obtain prior permission from his or her supervisor.

Section 6. Each Steward designated by KAPE shall be permitted to participate once (limited to 8 hours) in KAPE sponsored steward training in pay status. The use of State owned vehicles or other related travel expenses in not authorized for use in conjunction with the steward training.

Employees shall be responsible for requesting this leave in order to be available for scheduled steward training. Every effort will be made by the University to accommodate employee participation in such training, however, staff coverage or other critical work situations may, on occasion, prevent such participation.

Additionally, a meeting room will be made available one time annually for a steward update meeting. This meeting will not be held during normal working hours and stewards will not be in pay status.

ARTICLE 35

KAPE Representatives

Representatives of KAPE previously designated to the University in writing by the Association, shall 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 employees. The representatives of KAPE shall provide prior notice to the Director of Human Resources or his or her designee. In no case shall such visits be allowed to interfere with the scheduled work of the employees.

ARTICLE 36

Use of Facilities

The University shall provide meeting space to KAPE for regular or special KAPE meetings upon written notice from the president of the chapter. Such meeting space shall be provided under the following circumstances:

(a) KAPE agrees to reimburse the University for any usual charge made for the facilities provided and for any additional expenses incurred by the University including janitorial services or other expense which would not have been incurred had the space not been made available to KAPE.

(b) That a request for the use of such space is made at least two weeks in advance of the date of use and in the event of cancellation, canceled no later than forty-eight (48) hours prior to scheduled use.

ARTICLE 37

Bulletin Boards

Section 1. The University will secure and install nineteen (19) bulletin boards for the exclusive use by KAPE for posting official notices of KAPE meetings and other KAPE functions. In addition, bulletin boards will be placed in each of the residence halls.

These bulletin boards will be installed by the University in the following locations:

For University Facilities Employees:
1 - Paint Shop
2 - Dykstra
1 - Grounds
1 - Cardwell
1 - Ackert
1 - Power Plant
1 - Ahearn

For Housing Employees:
1 - Housing Maintenance Shop
1 - Pittman Hall

For Food Service Employees:
1 - Derby Food Center
1 - Kramer
1 - Boyd

For Other Unit Employees:
1 - Printing Services
1 - Veterinary Medicine
1 - Seaton
1 - King
1 - McCain
1 - Weber

After the initial procurement and installation of these bulletin boards by the University, KAPE hereby agrees:

(1) to thereafter maintain these bulletin boards in good condition and neat appearance;

(2) use of bulletin boards shall be limited to notice of meetings, notice of elections of officers and other association business unless prior approval is requested and granted by the Director of Human Resources or his/her designated representative. Such approval shall not be unreasonably denied;

(3) to accomplish all posting of new notices and removal of obsolete notices;

(4) to insure that all notices are signed by an officer of KAPE; and

(5) to insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon the University or any employee.

ARTICLE 38

Campus Notices

The University will send sufficient copies as designated by KAPE of the following material to the chief steward for subsequent prompt posting on the KAPE bulletin boards:

(a) all new promotion and vacancy openings in the appropriate unit on a bi-weekly basis;

(b) all future changes to general rules and regulations relating to conditions of employment that are issued by the Vice President for Administration and Finance or by the Director of Human Resources, with the exception of the Business Procedures Manual which will be limited to four (4) copies.

ARTICLE 39

Grievance Procedure - Arbitration Procedure

Section 1. Any grievance or dispute arising as to the interpretation of or application of the provisions of this Agreement shall be settled in the following manner. Nothing in this article or elsewhere in this Agreement is deemed to apply to matters of demotion, dismissal and suspension since a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations. This grievance procedure does not apply to employees in the appropriate unit during the first six months of employment. A grievance or dispute shall be defined as a statement of dissatisfaction by a member of the appropriate unit, or by KAPE, 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 shall be deemed to exclude KAPE 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 shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have the appropriate local KAPE representative (steward) present at this step if he or she so desires.

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

Step 3. If the grievance has not been settled in Step 2, it shall be presented in writing, in triplicate, by the employee to the Vice President for Administration & Finance of the University or his designated representative within five (5) working days after the response from the department head in Step 2 above is due. The Vice President for Administration & Finance or his designated representative shall hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have the local KAPE representative represent him or her at this step if the employee so requests.

Section 3. Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process 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 shall be considered

settled on the basis of the last University decision and the grievance shall not be subject to further appeal or reconsideration. In the event that compensation is involved in a grievance by an employee, retroactivity of compensation shall be limited to compensation for a maximum of fifteen (15) working days prior to the date of the filing of that written grievance or complaint with the University. By mutual agreement, a grievance may revert to a prior step for reconsideration.

Section 4. Grievances which have not been mutually resolved in Section 2 , Step 3, may be submitted to arbitration by either the University or by KAPE by notifying the other party in writing within thirty (30) calendar days of the date of the response of the Vice President for Administration & Finance of the University or his designated representative. If an unresolved grievance is not submitted to arbitration by KAPE within thirty (30) calendar days of the date of the response of the Vice President for Administration & Finance or his designated representative, it shall be considered settled on the basis of the answer in Section 2 , Step 3 of the grievance procedure.

(a) A representative chosen by KAPE and a representative of the University shall 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 parties, acting jointly, shall request the Federal Mediation and Conciliation Service for 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 fifteen (15) calendar days of application, to furnish a list of five (5) persons, each qualified to serve as the impartial arbitrator, the parties shall make joint application to the Kansas Public Employee Relations Board for such a list. Upon receipt of the first available list of five (5) persons, the University and KAPE shall determine by lot the order in which they will strike names and thereafter each shall in that order alternately eliminate one name until only one name remains on the list, and that person shall become the impartial arbitrator.

(b) The cost of this impartial arbitrator and the expense of the hearing shall be shared equally by the parties. If both parties request a court reporter, the cost shall be shared equally. If only one party requests a court reporter, this requesting party shall bear the full cost of the court reporter. Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator unless the University and KAPE specifically and mutually agree. The arbitrator shall only have jurisdiction and authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend or modify the provisions of this Agreement. The decisions of the arbitrator shall be final and binding upon those matters herein but shall 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 shall 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 5. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

ARTICLE 40

Check off of KAPE Dues

The University agrees that employees in the appropriate unit may request the check off of KAPE dues in accordance with applicable State Statutes and implementing directives of the Division of Accounts and Reports of the State of Kansas.

ARTICLE 41

Savings Bonds

All classified and unclassified employees employed in benefit eligible positions may elect to participate in the payroll deduction bond savings program. "Series EE" bonds in denominations available may be selected.

ARTICLE 42

Rules and Regulations

General rules and regulations of the employer pertaining to the performance of work and conduct of employees will be available to employees in the appropriate unit.

ARTICLE 43

Safety

Section 1. Safety is of mutual concern to the University and KAPE on behalf of the employees. KAPE will cooperate with the University in encouraging employees to observe applicable safety rules and regulations and to attend safety meetings when held by the Employer 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 shall be alert to any unsafe conditions and shall promptly report such to their supervisor.

The 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 shall see to the prompt investigation and correction of conditions reported by employees to be unsafe. If the supervisor is unable to correct an unsafe condition, it shall be referred to the department head. In the event an unsafe condition is not corrected, the department head and/or employee may notify the Director of Public Safety. The Director of Public Safety shall promptly investigate the unsafe condition and give the employee and the department head a written answer as to disposition of the matter.

Section 3. Four (4) representatives from among employees in the appropriate unit shall be members of the Service and Maintenance Employee Safety Committee. Representatives will be chosen from a list of 8 names proposed by KAPE to the University by June first of each year. All meetings and related duties/responsibilities of the Service and Maintenance Employee Safety Committee shall be in pay status without loss of normal or regular compensation regardless of the employee's work schedule. No more than one (1) representative shall be from the same department. The Service and Maintenance Employee Safety Committee shall meet at least once per month. The purpose of The Service and Maintenance Employee Safety Committee shall be to review and make recommendations regarding alleged safety violations, unsafe working conditions, the availability of safety/procedural handbooks, adequate and appropriate protective clothing, equipment and proper maintenance of such clothing and equipment. The recommendations of the Service and Maintenance Employee Safety Committee shall be reported to the Vice President for Administration & Finance. The Vice President for Administration and Finance shall be responsible for implementing the recommendations of the Service and Maintenance Employee Safety Committee. In the event the Vice President for Administration and Finance is unable to implement the recommendations of the Service and Maintenance Employee Safety Committee, such reasons shall be stated in writing to the committee.

University Safety Manuals will be reviewed regularly by the Service and Maintenance Employee Safety Committee and written recommendations will be made to the Director of Public Safety.

ARTICLE 44

Kansas State Pay Plan

All unit members will receive salaries based on their classification, time on step, and longevity bonus in accordance with the State of Kansas Classified Pay Plan and K.S.A. 75-5541 (HB 2553).

ARTICLE 45

Continuing Education and Tuition Reimbursement

Section 1. Continuing Education - 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. Tuition Reimbursement - The University agrees to provide tuition assistance benefits pursuant to the university's Tuition Assistance Program. The university agrees to extend this policy to classes taken at any accredited vocational institution.

ARTICLE 46

Right to Representation

Section 1. All disciplinary actions regarding suspensions, demotions and dismissals shall be administered in accordance with applicable statutes and regulations and the employee's sole recourse on suspensions, demotions and dismissals is in accordance with the Civil Service Act.

Section 2. When suspension, demotion or dismissal is proposed by the appointing authority, the employee shall receive a written statement of the proposed action and the reason for the proposal. The notice shall specify the date, time and place by, or at which, the employee may reply in writing or appear in person or by phone, or 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 KAPE or by a person of the employee's choice.

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.

> 3.1 The employer 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 shall be immediately recessed to allow the employee an opportunity to secure a representative of his or her choice, provided that such a recess, in the opinion of the employer, will not endanger the results of the investigation. The employer retains the right to immediately place an employee on leave with pay, pending the completion of an investigation.

3.2 If the representative selected by the employee is not available for participation in the interview within 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.

3.3 If a steward agrees to serve as a representative of an employee during the investigation, the stewards' participation shall be considered as time worked; but only to the extent of hours permitted in accordance with Article 34 of this Agreement.

3.4 The function of the employee representative during the investigative interview will be to consult with the employee under investigation prior to the interview. The representative and the employee under investigation may briefly consult prior to responding to a question, but the employee under investigation shall give the response. The representative shall not attempt to cross examine the interviewer or otherwise interfere with the interview process. The employer shall warn the representative once and may then ask the representative to remove him or herself if further disruption or undue delay occurs. The employee may ask for a short break at any time during the investigative interview.

ARTICLE 47

Handling Impasse

Section 1. If, in the course of meet and confer meetings, either the University or KAPE 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 statement of its present position(s) in writing together 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 discussion between the parties of a counter proposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request mediation.

Section 2. 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).

Section 3. If mediation efforts have not resulted in agreement on the issue or issues, either party may request fact-finding by furnishing the other party with a statement of its present position(s) on the remaining issue or issues in writing 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 that the impasse still exists, it may notify the other party in writing and jointly the parties shall 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).

Section 4. The expense of mediation efforts and fact-finding services shall be handled in accordance with K.S.A. 75-4332(e).

ARTICLE 48

No Strike or Lock Out

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

ARTICLE 49

Savings Clause

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

ARTICLE 50

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

This Memorandum of Agreement shall become effective on the first day of the payroll period following 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 shall remain in effect for a period of three years from the effective date, except that, at the beginning

of year two, and pursuant to the notification requirements below, either party may notify the other in writing of it's desire to meet and confer on no more than three (3) articles.

The entire Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify 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 shall contain a specific statement of articles to be modified, and meet and confer meetings shall begin no later than (60) days prior to the anniversary date.

Also, it is agreed by and between the University and KAPE, that subsequent to ratification of this Agreement by the unit members, this Memorandum of Agreement shall be submitted to the Board of Regents and the Secretary of Administration for approval or rejection, and if approved shall 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 shall be submitted to the legislature at its next regular session, and if approved by the legislature shall become effective on the date specified by the legislature.

In witness thereof, KSU and KAPE hereto have set their hands this 21st day of October, 2008.

State of Kansas

Gary E. Leitnaker
Ass't. Vice-President, Kansas State Univ.

Jon Wefald
President, Kansas State University

Donna Shank
Chair, Kansas Board of Regents

Duane A. Goossen
Secretary of Administration

Kansas Association of Public Employees

Bill Glover
President, Chapter 11

Don Dooley
Chief Negotiator, KAPE

KAPE Negotiating Team Members:

Linda Schoen

Mike Feldhausen

Lorena Thomas

Bob Hauck