

Memorandum of Agreement

BETWEEN

**State of Kansas - The University of Kansas Medical Center and Public Service Employees' Local
Union 1290PE**

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****Article 1
UNION RECOGNITION**

The Medical Center recognizes Laborers' International Union of North America (LiUNA) Local 1290PE (the Union) as the exclusive representative for those employees of the Medical Center employed in the following job classifications, or their successor job titles: Agricultural Assistant, Animal Science Tech I, II, Automotive Driver, Baker, Carpenter I, II, Custodial Worker, Certified Asbestos Worker I,II, Electrician I, II, Electronic Technician I and Electronic Technician II (non-supervisory positions only), Equipment Operator, Facilities Specialist, General Maintenance and Repair Technician I, II, Laborer, Lock System Specialist I,II, Mason, Mechanic II, Painter, Plumber I,II Power Plant Operator I,II, Refrg & A/C Svc Tech I, II, Building Systems Technician, Sheet Metal Worker, Sign Shop Worker, Storekeeper I, II, Utility Worker and Welder, Multi Craft Project Technician I, II, III, IIII, Multi Craft Maintenance Technician I, II, III, IIII, Groundskeeper, but specifically excluding all physicians, dentists, registered nurses, licensed practical nurses, office clerical, other clerks, guards, technical and professional employees, supervisory, administrative and executive personnel, confidential personnel as defined in the act under section 75-4322(c), temporary and probationary employees and all other employees.

**Article 2
MANAGEMENT RIGHTS**

All management functions and responsibilities which the Medical Center has not expressly modified or restricted by a specific express provision of this Memorandum of Agreement are retained and vested exclusively with the Medical Center. More specifically, the Medical Center reserves the right to establish and administer policies and procedures related to patient care, research, education, training, operations, services and maintenance of the Medical Center; to reprimand, suspend, dismiss or otherwise discipline employees for causes; to hire, promote, transfer, layoff and recall employees to work; to determine the number of employees and the duties to be performed; to maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate, or abolish any job classification, department, operation or service; to determine staffing patterns and areas worked; to control and regulate the use of facilities, supplies, equipment and other property of the Medical Center; to determine the number, location and operation of divisions, departments and all other units of the Medical Center, the assignment of work, the qualifications required and the size and composition of the work force; to make or change Medical Center rules, regulations, policies and practices not inconsistent with the express terms of this Agreement; and otherwise generally to manage the Medical Center, attain and maintain full operating efficiency and direct the work force, except as expressly modified or restricted by a specific provision of this Memorandum of Agreement.

**Article 3
UNION MEMBERSHIP AND DUES**

Section 1. The Medical Center agrees that upon receiving a written, signed authorization from an employee, it will deduct from the wages of the employee the legally established monthly Union dues. The Medical Center and the Union agree that such authorization shall remain effective for not less than one hundred eighty (180) days and shall continue until such time as the employee is no longer an employee of the Medical Center or submits a request for termination of authorization in writing.

Section 2. The Union shall notify the Employer, in writing, when an employee has revoked his dues authorization or no longer wishes to have Union dues deducted from his or her paycheck.

Section 3. Deductions authorized by this section shall be in accordance with the deduction plan provisions of K.S.A. 75-5501 and any amendments thereto.

**Article 4
BULLETIN BOARDS**

The Medical Center shall provide the Union with space on bulletin boards in non-public areas readily accessible to Employees. A bulletin board will be located in each of the major departments (Facilities Operations, Landscape). These bulletin boards or a portion thereof (sufficient to post two (2) 8 ½" X 11" Union notices) will be for the exclusive use of the Union for purposes of posting official notices of the following Union activities; meetings, elections, and results of elections,

appointments, recreational and social affairs. The Medical Center assumes no responsibility and/or liability for matters posted on bulletin boards by the Union.

Article 5
UNION VISITATION

Representatives of the Union shall be permitted to come on the premises of the Medical Center for purposes of administering the terms and provisions of this Agreement. The Union shall accredit such representatives(s) by providing a list to the AVC HR in writing, of the persons who may act as a representative. Prior to coming on the premises of the Medical Center, the Union representative(s) shall first notify the AVC HR or designee of the visit and provide him/her with sufficient information to verify the reason for the visit.

Such visits shall be mutually agreed to between the Medical Center and such union representative so as not to interfere with the scheduled work of the employees. Such visits shall not take place in public areas.

Article 6
NO STRIKES OR LOCKOUTS

Section 1 - No Strikes.

For the duration of this Agreement, the Union, its officers, agents, representatives, and members shall not in any way, directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slow down, cessation or stoppage of work, boycott, picketing, sympathy strike or other interference with or interruption of work at any of the Medical Center's operations. Inciting, inducing or participating in any such activity shall constitute cause for immediate discharge under this Agreement. In addition to any other liability, remedy, or right provided by applicable law or statute, should such strike, sit-down, sit-in, slow down or stoppage of work, boycott, picketing, sympathy strike or other interference with or interruption of the operations of the Medical Center occur, the Union shall immediately do the following:

- (a) Publicly disavow such action by the employees.
- (b) Advise the Medical Center in writing that such action by employees has not been called or sanctioned by the Union.
- (c) Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- (d) Post notices on the Union bulletin boards advising that it disapproves such action.

Section 2 - No Lockouts.

In consideration of the no-strike pledge by the Union, for the duration of this Agreement the Medical Center shall not lockout its employees.

Article 7

SAFETY

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

All employees will attend at least one department and/or section safety meeting every six (6) months to become better informed on safe work habits and safety rules.

The Medical Center shall comply with applicable federal, state or local safety laws, rules and regulations.

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

Each department shall designate a contact person/persons to allow for employee recommendations on safety.

Supervisors shall see to the prompt investigation and correction of unsafe conditions, if warranted. If the supervisor is unable to correct the condition, it shall be referred to the department head. In the event the unsafe condition is not corrected, the department head and the employee may take the matter to the Safety Office. The Safety Office shall promptly investigate the unsafe condition and give the employee and the department head a written answer as to disposition of the matter.

A safety committee shall have adequate representation from the appropriate unit and from the Medical Center Safety Office. The committee shall meet monthly and membership may rotate each twelve months. The Purpose of the Safety Committee shall be to report and review safety conditions and bring them, with recommendations, to the attention of the Director of Facilities Management or designee.

The Medical Center agrees to provide protective devices, wearing apparel and other equipment reasonably necessary to properly protect employees working for prolonged periods in inclement weather or as required by applicable law.

Article 8

HOURS OF WORK AND OVERTIME

Section 1, Regular Workday - A "regular workday" shall consist of either eight (8), ten (10), or twelve (12) hours, exclusive of meal periods. The Medical Center will give affected employees a minimum of fourteen (14) days advance notice of any permanent change of their workday hours.

Section 2, Work week - The Medical Center standard work week will consist of one week with a total of forty (40) hours worked within a period of seven (7) consecutive days commencing at 12:01 a.m. Sunday, and ending at 12:00 midnight on Saturday; or commencing at 7:01 a.m. Sunday and ending at 7:00 a.m. on the following Sunday.

Section 3, Hours Worked - Nothing in this Agreement shall be construed as a guarantee by the Medical Center of hours worked per day, per week, or per year. Employees shall report properly dressed, equipped and ready for work at their job location. Employees shall start and conclude work at their job location at the times designated by the Medical Center except as otherwise directed. Time used for meals shall not be counted as time worked.

Section 4, Overtime - All hours actually worked in excess of forty (40) hours per work week shall be considered overtime and shall be paid at the rate of one and one half (1 ½) times the employee's regular hourly base rate. Alternatively, at the discretion of the Medical Center, employees who actually work in excess of forty (40) hours in a work week may elect to be awarded compensatory time at the rate of one and one half (1 ½) hours for each hour worked in excess of forty (40).

The Medical Center reserves the right to staff departments and assignments as required to fulfill the mission of the Medical Center. The Medical Center agrees to give employees notice of the need to work overtime immediately upon determining that the need to work overtime exists. Overtime assignments which are pre-scheduled and not a part of continuing work shall be filled by seeking qualified volunteers. If there is more than one volunteer, the overtime assignment shall be given to the more senior employee. If no volunteers express interest, the overtime shall be assigned to qualified employees on a rotating basis beginning with the least senior employee in the shop or unit.

Section 5 - In the event of an emergency, and for its duration, not to exceed thirty (30) calendar days, the Medical Center reserves the right to suspend sections 8 through 11 of this Article to fulfill the mission of the Medical Center. Emergency situations may be extended or repeated as determined by the Appointing Authority after consultation with the Union. The Appointing Authority and the Union representative shall meet at least ten (10) days prior to the expiration of the thirty (30) day period to discuss progress made in resolving the emergency.

Section 5A - For purposes of this section, except in an emergency, and not to exceed seventy-two (72) hours, employees will not be permitted to work more than sixteen hours in a twenty-four (24) hour period. Nor will employees be permitted to work excessive amounts of overtime. In the event an employee works more than sixteen consecutive hours, he/she will be given a reasonable rest period before being required to report back to work.

Section 6 - Premium Pay cannot be pyramided under this or any other article of this Agreement.

Section 7, Rest Period and Meal Break - All employees will normally receive a rest period of fifteen (15) minutes for every four (4) hours worked. All rest periods are to be taken as scheduled by the Medical Center. These rest periods shall be considered as time worked. A meal break of thirty (30) minutes without pay will be given at or near the middle of the work day as scheduled by the Medical Center. Employees who are required by the Medical Center to work through their meal period will be paid for that 30 minute period. Employees will be expected to respond to emergency situations including but not limited to floods, fire, power outages, etc., even if such response would interfere with a normal rest period or meal break. Such rest periods or meal periods may be rescheduled after the emergency situation has passed or as soon as relief personnel are assigned. Combination of rest and meal periods shall not be permitted. Foregoing rest periods and/or meal periods to accrue time off shall not be permitted.

Section 8, Shift Schedules - It is the intent of the Medical Center to schedule shifts, if possible, in such a way as to (a) avoid regularly scheduled return to work with less than eight (8) hours of rest since the last shift worked, and (b) avoid regularly scheduling an employee to work seven (7) or more consecutive days.

Section 9, Shift Preference - The Medical Center and the Union agree to consider shift preference of qualified employees (as determined by the Medical Center) within the same classification and department. In determining qualifications, the Medical Center at its discretion may consider, among other things: related job experience, Medical Center job performance, special skills and training, and related education. Employees who desire a shift change may indicate their preference to their immediate supervisor or department head at any time on forms provided, for consideration at such time that a vacant position on the desired shift occurs.

Section 10, Shift Coverage - The Medical Center reserves the right to change an employee's shift assignment when necessary to maintain operating efficiency. When the Medical Center determines that operating conditions permit, the Medical Center will give employees a minimum of fourteen (14) days advance notice of their change of shift.

Section 11, Job Clean Up - Employees shall be allowed adequate time, normally not to exceed 15 minutes, for the purpose of on the job clean up at the end of the work day. This time shall be provided only for the purpose of clean up and shall not be granted unless it is used for that purpose.

Article 9 GRIEVANCE AND ARBITRATION

Section 1. A grievance is defined as a dispute arising under and during the terms of this Agreement raised by a bargaining unit member who has completed his/her probationary period involving an alleged violation, misrepresentation, or misapplication of an express provision of this Agreement.

Employees are encouraged to attempt to resolve their grievances first with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction through informal discussion with the immediate supervisor, the grievance shall be processed in accordance with the following procedures.

Step 1. Within five (5) days of the date the grievable act occurred or the date that the employee knew or should have known that the grievable act occurred, the employee(s) having a grievance shall present the grievance in writing on Form (A) attached hereto and signed by the employee(s) to his/her/their immediate supervisor. The employee shall also provide a copy of the grievance to the Department Head (or designee). Employees may obtain grievance forms from either the Union or Human Resources.

**The employee(s) shall be entitled at his/her/their request to have a Union representative accompany him/her/them at any step of this procedure.

The immediate supervisor shall within five (5) days (after the foregoing discussion) give answer in writing to the employee and to the employee's Union representative if the employee has chosen to be represented.

Step 2. In the event that the grievance is not settled at Step 1 to the employee's satisfaction, the employee(s) may within five (5) days after receipt of the supervisor's response appeal the grievance to the employee's Department Head and/or his/her designee (copy to the AVC HR).

The Department Head will meet with the employees or other personnel within the department as needed in order to prepare such a reply.

The Department Head or designee shall respond to the grievance in writing within five (5) days after receipt of the appeal. The response shall be sent to the employee(s) with a copy to the AVC HR and to the employee's Union representative if the employee has chosen to be represented.

Step 3. If the grievance is not settled at Step 2 to the employee's satisfaction, the employee(s) may within five (5) days after receiving the answer in Step 2 above, submit the grievance to the AVC HR or his/her designee.

The AVC HR or designee may conduct an investigation as he/she deems necessary in order to resolve the grievance. During such investigation, the AVC HR or designee may interview the employee, Union Representative or other employees if he/she deems same is necessary.

The investigation phase of Step 3 shall be concluded within ten (10) days after the filing of the grievance with the AVC HR. The AVC HR or designee shall render a written decision within five (5) days after the conclusion of the investigation. Such decision shall be sent to the employee and to her/his Union representative if the employee has chosen to be represented.

Step 4. Grievances which have not been resolved in Step 3 may be appealed to arbitration provided that the Union provides notice in writing within fifteen (15) days after the receipt of the response of the AVC HR. Only the Union may advance a grievance to arbitration. The Step 4 appeal shall be to an impartial arbitrator selected in accordance with the following procedures. Notice of such appeal shall be delivered to the AVC.

Upon receipt of an appeal to Step 4, representatives of the parties shall meet within ten (10) days of the appeal to choose an arbitrator. If they are unable to agree within five (5) days, they shall jointly request that the Federal Mediation and Conciliation Service provide a list of five (5) qualified impartial arbitrators. The representatives shall determine by lot the order in which they will strike names from the list provided.

The jurisdiction and authority of the arbitrator shall be bound by the following:

- a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and the parties agree to accept his/her decision on these procedures.
- b) Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator. The arbitrator shall only have jurisdiction and authority to determine compliance with the provisions of the Agreement. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement.

c) In the resolution of disputes between the parties of the Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of the Memorandum and the facts and evidence presented to him/her by the parties. Additionally, the arbitrator's decision shall be in accord with all existing state statutes and regulations.

d) The arbitrator shall render an advisory ruling which shall be provided, in writing to the parties within sixty (60) days of the close of the hearing or the submission of briefs whichever is later. The parties may mutually agree to extend the time frame for the arbitrator to render his/her decision. Either party then has thirty (30) days to contest the ruling due to an alleged violation with State statutes or regulations by filing a notice of appeal to the Executive Vice Chancellor. The Executive Vice Chancellor shall review the advisory ruling and render a decision, which constitutes final agency action. If the advisory ruling is not contested within thirty (30) days, it shall be implemented as final agency action.

The parties may mutually agree to extend the time frame for the arbitrator to render his decision.

The fee and expenses of the arbitrator shall be divided equally between the Union and the Medical Center. The parties shall bear their own costs, including attorney's fees.

Section 2. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays, and official holidays.

Section 3. If the Medical Center fails to answer a grievance in a timely manner at any step, the grievance shall automatically advance to the next step in the procedure.

Section 4. If the employee fails to follow the above steps within the time limits set forth herein, the grievance shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provisions of this Agreement unless the employee can show that unusual circumstances prevented the timely filing of the grievance.

Article 10 NON-DISCRIMINATION

It is agreed by the Medical Center and the Union that there will be equal opportunities and encouragement to every applicant and employee regardless of race, religion, color, sex, national origin, disability, age, or veteran's status, in securing and holding, without discrimination, employment in any field of work or labor for which such applicant or employee is properly qualified. Further, no reprisals or admonishments shall be taken against an employee because of their lawful union participation.

Article 11 USE OF FACILITIES

Upon receipt of a written notice from the Union, the AVC HR agrees to provide a meeting place (provided that space is available) for the Union. Such meeting places shall be provided under the following circumstances:

1. The Union agrees to reimburse the Medical Center for any additional expenses incurred by the Medical Center including janitorial services or other expense which would not have been incurred had the space not been made available to the Union.

2. Requests for the use of such space are made a minimum of 7 days in advance of the date requested, and in the event of cancellation, is cancelled not less than 48 hours prior to scheduled use.

Article 12 STEWARDS

Section 1. The Medical Center agrees to recognize stewards who are employees of the Medical Center and who have been designated by the Union to serve in such capacity. It shall be the responsibility of the Union to notify the AVC HR in writing upon designation or resignation or removal of a steward. The number of stewards, selected from among Medical Center employees in the appropriate unit, shall not exceed one (1) chief steward and three (3) line stewards. It is agreed that the Union in appointing such stewards does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems as the lowest possible level of organization.

Section 2. The function of the line steward is to serve as a Union point of initial contact and information for all employees in the appropriate unit.

Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or other appropriate matters directly related to the work situation of employees. Reasonable time for this purpose shall be interpreted to mean up to thirty (30) minutes per contact, but no more than two (2) hours per week total for all grievance handling. The 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 steward will insure that the employee has discussed the matter with his/her supervisor. The steward may be present during the discussion between the employee and the supervisor if the employee so requests. Before leaving his/her post, the steward will request permission of his/her immediate supervisor and advise him/her:

- (1) that his/her absence involves Union business;
- (2) the location to which he/she is going.

It is understood that the work and service provided by the Medical Center 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 that he/she cannot excuse the steward at the requested time, he/she should advise the steward of the time he/she may be excused. On arriving at his/her destination, the steward will seek out the person in charge and advise him/her:

- (1) the purpose of his/her visit;
- (2) the name of the employee he/she wishes to see. The supervisor will normally make the employee available. If the employee is not available because of work demands, the supervisor will inform the steward when the employee will be available.

Section 3. The function of the Chief Steward is to assist the line stewards when necessary. He/she will observe the procedures set forth in Section 2 of this article.

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

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

Article 13
OFFICIAL PERSONNEL FILES/DISCIPLINE

Section 1. - Personnel Files

A. The Medical Center and the Union agree that the file maintained by Human Resources shall be the Official Personnel File. Employees may review their Official Personnel File upon request once each quarter. If an employee so requests, he/she may receive without charge one (1) copy of any document in his/her Official Personnel File. Personnel Files should be reviewed with the Associate Vice Chancellor for Human Resources (AVC HR) or designee and may not be removed from Human Resources without the specific authorization of the AVC HR. With written permission from the involved employee, the Union steward may accompany the employee for the purposes of reviewing such employee's Official Personnel File when such employee has requested Union representation.

B. Each department may maintain a file on each Employee in their department, provided that such file shall also be subject to review once each quarter upon request of the respective employee. Such departmental file is not the Official Personnel File of such employee.

C. Nothing in this Article shall prohibit a supervisor from maintaining a supervisor's log or notes which shall not be subject to employee review but may be subject to discussion with the employee.

Section 2 – Discipline

A. The Medical Center reserves the right to, with cause, discharge, suspend or otherwise discipline employees for violations of Medical Center policies and/or provisions of this Agreement. Discipline resulting in the suspension, demotion or dismissal of an employee covered by this Agreement shall not be subject to the grievance and arbitration procedures contained in this Agreement. In addition, the Medical Center shall not be required to use "progressive" discipline for employees on probation.

B. The Medical Center and the Union agree that employee discipline is most effective when discipline is proportional and progressive. As a result, the Medical Center agrees that it will normally use a "progressive" system of discipline. Both the Medical Center and the Union understand that any or all steps of the progressive system may be by-passed in cases of serious misconduct, poor performance, or other violations of policy and/or this Agreement. Similarly, any repetition of instances of the same misconduct, performance or policy violation may also result in by-passing progressive discipline.

C. Progressive discipline will generally follows the steps below:

Step One. Report of Employee Guidance and Discipline - (Written warning)

Step Two. Suspension without Pay

Step Three. Dismissal

Reports of Employee Guidance and Discipline (REGD) regarding performance or conduct, when used for disciplinary counseling purposes and placed in an employee's Official Personnel File, shall remain valid for a period of no more than one (1) year from the date of the counseling, provided, that the employee has received no other disciplinary action(s) similar or equally serious in nature during the one (1) year period.

D. Employees shall be given a copy of any REGD or other formal counseling prior to such forms being made a part of the Official Personnel File. In addition, prior to such documents being made a part of the Official or Departmental Personnel File, employees shall be given a copy of any document which management intends to use to support future discipline.

E. In order to propose discipline at Steps Two or Three (Suspension without Pay/Dismissal), supervisors will be required to make recommendations to their department head (or designee). Department Heads (or designees) will evaluate the supervisory recommendation and if warranted, forward the recommendation to the AVC HR. Before, proposing suspension without pay or dismissal, the AVC HR will evaluate the department head recommendation and determine whether or not the proposed discipline is reasonable and warranted.

F. The Medical Center agrees it will provide to the union a copy of letters to bargaining unit employees pertaining to discipline proposed at Steps Two or Three.

G. Discipline shall be issued no later than ninety (90) working days either after the occurrence or the discovery of the incident or conduct and the identification of the employee or employees who should receive discipline as a result thereof. The ninety (90) day limit may be extended by mutual agreement of the parties.

H. Employee Evaluation Appeals

Any non-probationary employee, who receives a performance rating that is lower than the meets expectations rating, may appeal that rating in accordance with the following:

(1) Employees, who are eligible to appeal must file a written appeal with the Associate Vice Chancellor of Human Resources (HR) (or the AVC's designee) within seven (7) calendar days of receiving the employment evaluation.

(2) Within seven (7) days following the receipt of the employee's appeal, the Associate Vice Chancellor of HR shall either make the employee's requested changes to the evaluation as provided in the appeal or appoint a committee of three (3) employees to hear the appeal. If the Associate Vice Chancellor makes such changes, the revised evaluation shall be returned to the employee for his or her signature. If the employee disagrees with such changes, he or she may refile her appeal in accordance with paragraph (1).

(3) The Committee appointed by the Associate Vice Chancellor of HR shall be comprised of individuals, who in the judgment of the Associate Vice Chancellor, are fair and impartial. The rating employee(s) shall not be appointed to the committee. Before appointing the committee, the Associate Vice Chancellor shall give the both the aggrieved employee and the department a reasonable opportunity to each suggest a member of the committee.

(4) As soon as the committee has been appointed, the Associate Vice Chancellor of HR shall notify the employee and the department of the names of the committee members and the date, time and place of the hearing. Prior to the date of the hearing, the appealing employee may object, in writing, to any individual proposed to serve on the committee. The written objection shall explain the reasons that the committee member should not be appointed. Upon receipt of an objection, the Associate Vice Chancellor of HR shall either overrule the objection or sustain it and appoint another individual to the committee.

(5) Once duly appointed, the appeal committee shall conduct a hearing and shall consider any relevant evidence that may be offered by the employee and the rater (department), and shall make available to the employee any evidence that the committee may secure on its own initiative. The employee and the rater (department) shall have an opportunity to question any person offering evidence to the appeal committee.

(6) Within fourteen (14) business days of the date of the conclusion of the hearing, the committee shall prepare and sign a rating for the employee. That rating shall be final and not subject to further appeal. The appeal committee shall give the rating to the Associate Vice Chancellor of HR, who within five (5) calendar days, shall provide copies to the employee and the department.

(7) Any of the time limits contained in this procedure may be extended by mutual agreement of the parties or by the Associate Vice Chancellor of HR.

Article 14 RULES AND REGULATIONS

General rules and regulations pertaining to the performance of work and conduct of employees will be developed by the Medical Center. Such rules and regulations and changes made by the Medical Center from time to time will be reasonable and not inconsistent with express provisions of this Agreement. The Medical Center agrees to communicate such changes in rules and regulations to employees prior to their implementation. In addition, copies of such rules and regulations and any changes will be made available to the Union prior to implementation. Departmental policies shall be consistent with both Medical Center rules and regulations. It is understood that all employees in the appropriate unit agree to observe and adhere to the rules and regulations of the Medical Center insofar as they do not conflict with the express terms and provisions of this Agreement.

Article 15 ORIENTATION

All new employees will attend one (1) orientation meeting as scheduled by the Medical Center. During the course of such meetings, the Union will be allowed to make a 15 minute presentation to employees in the unit. All new employees will be

given pre-assignment instruction and orientation to their department or work area. Such instruction/orientation will normally be performed by the immediate supervisor.

Article 16
ANNOUNCING JOB OPENINGS

Section 1 - Except as provided in Section 2, the Medical Center agrees to post new and vacant positions in the appropriate unit. The method of posting may include bulletin boards, job lines (telephone), or internet. Announcements shall remain posted for a minimum of seven (7) consecutive days.

Section 2 - Subject to Federal and/or State laws, regulations or directives relating to Affirmative Action, veteran's preference and the Kansas employee preference program, such vacancies will be filled with the "best qualified" candidate as determined by the Medical Center. To the extent permitted by the above requirements, the Medical Center agrees to first consider the applications of employees from within the appropriate unit who apply for job postings described in Section 1, meeting the established qualifications for the position and being eligible for appointment.

Section 3 - In determining "best qualified", the Medical Center at its discretion may consider, among other things: related job experience, job performance, special skills and training, and related education.

Article 17
BEREAVEMENT LEAVE

Upon the death of a member of the employee's immediate family, an employee in the unit may request bereavement leave. If approved, the employee will be granted leave with pay, up to three (3) working days. Additional days may be granted on showing that circumstances require travel out of the surrounding area or showing that an earlier return would work a hardship upon the employee. In no event shall bereavement leave exceed six (6) working days.

For purposes of this article, immediate family shall be defined as: spouse, child, mother, father, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren or any relative residing in the employee's household.

Article 18
MILITARY LEAVE

The Medical Center will continue to comply with all applicable state and federal statutes and regulations relating to the employment rights of employees serving in the armed forces of the United States.

Article 19
LEAVE WITHOUT PAY

Employees in the appropriate unit at the Medical Center may be granted leave without pay for a reasonable period of time consistent with the effective fulfillment of the Medical Center's duties, but not to exceed one (1) year. Requests for leave without pay may be made for the following reasons: childbearing, illness, temporary disabilities, the birth of the employee's child, the adoption of a child by the employee, the initial placement of a foster child in the home of the employee, in order to care for a family member who has a serious health condition, or other good and sufficient reason. Such requests shall

be reviewed and approved or denied by the Appointing Authority. Any leave that exceeds (30) calendar days shall be reported to the State Division of Personnel Services.

(a) Employees who are still in probationary status may be granted leave for a period not to exceed sixty (60) days.

(b) Voluntary separation from State service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay.

(c) If interests of the Medical Center require, the Medical Center Appointing Authority may terminate a leave of absence without pay by giving the employee five (5) days written notice.

(d) An employee returning at the expiration of an approved leave without pay or upon notice by the Medical Center that a leave without pay has been terminated, shall be returned to a position doing similar work as the position held at the time the leave was granted.

(e) Failure to report on the expiration date of an authorized leave of absence or within five (5) days after notice to return shall be deemed a resignation.

(f) Employees serving a promotional probationary period may be granted leave without pay provided permanent status had been earned in the job 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.

(g) Employees on leave of absence without pay shall not be credited with accrual of vacation, sick, holiday or other benefits during the period of the leave without pay. Employees on leave without pay are not eligible for salary increases while on leave.

Article 20
JURY DUTY LEAVE

Section 1. Employees in the unit and probationary employees shall be granted leaves of absence by the Medical Center for required jury duty or for any other appearance required by subpoena before, and at the direction of the Kansas Commission on Human Rights, the United States Equal Employment Opportunity Commission, or a court.

Section 2. Leave with pay shall be granted to employees in the unit and probationary employees for a required appearance before a court, legislative committee, or other public body, if the AVC HR considers the granting of leave with pay to be in the best interest of the Medical Center.

Section 3. For the purpose of this article, required appearance means the time reasonably required to travel to and from the court or above named forum, in addition to the actual time spent in service.

Section 4. Each employee granted leave with pay under this article who receives pay or fees for a required appearance, excluding jury duty, shall turn over to the Medical Center the pay or fees in excess of \$50.00. The employee may retain any amount paid to the employee for expenses in traveling to and from the place of the jury duty or required appearance.

Article 21
PROBATIONARY PERIOD

Section 1. The Medical Center and the Union agree that all employees in the bargaining unit shall be subject to a probationary period -

Section 2. New employees shall be subject to a probationary period of twelve (12) months. The Medical Center may retain or discharge probationary employees without cause. Employees in their original probationary period shall not have recourse to the grievance and arbitration procedures contained in this agreement.

Section 3. Employees who are promoted or reinstated, shall be subject to a probationary period of twelve (12) months. Such probationary periods may not be extended.

Section 4. The probationary period shall be extended as a result of an employee being placed on an approved leave of absence. The probationary period shall be extended by the length of the leave of absence.

Section 5. Employees whose original probation is extended beyond twelve (12) months, and who are otherwise eligible for an increase in salary, shall receive the increase.

Article 22
EMPLOYEE INFORMATION PROVIDED TO EMPLOYEE ORGANIZATION

The Medical Center agrees to provide the Union on or about the last business day of each month, a list containing the Name of the Employee, Job Title, Date of Hire and home address for all probationary and regular positions covered by this Memorandum of Agreement. The Medical Center agrees to provide this information in a mutually agreed upon electronic format. In addition, the Medical Center agrees to provide the Union on a monthly basis via email with the pay rates for bargaining unit positions and shall also provide the pay rates for bargaining unit members anytime there is a change to the them.

Article 23
HEALTH INSURANCE

Employees in the appropriate unit will continue to be eligible to participate in the State of Kansas Group Health Plans as established by the State of Kansas. It is agreed that the Medical Center shall pay that portion of the employee's premium for health insurance coverage as prescribed by the State. The Union may recommend changes in health insurance coverage on an annual basis to the State Health Care Commission.

Article 24
RETIREMENT BENEFITS

Eligible employees in the appropriate unit of the Medical Center shall continue to participate in the retirement program provided for State of Kansas employees. Such participation shall be in accordance with state statute and regulations.

**Article 25
UNIFORMS**

The Medical Center will provide uniforms at the Medical Center's expense for all employees required to wear them. These uniforms remain Medical Center property and are on loan to employees, who are responsible for care of these garments. Employees must return all uniforms to the Medical Center upon leaving employment. The Medical Center will issue replacements for damaged or worn-out uniforms as determined by the Medical Center.

**Article 26
SHIFT DIFFERENTIAL**

Employees, who are regularly assigned to a shift between the hours of 3:00 p.m. and 8:00 a.m., shall receive an additional fifty cents (\$0.50) per hour added to their regular pay. Such shift differential shall be incorporated into their hourly rate either at the time of their hire or at the time they are permanently assigned to that shift. For employees whose regularly scheduled shift does not fall between the hours of 3:00 p.m. and 8:00 a.m., but work four or more consecutive hours on as needed basis during that period to assist with coverage of Medical Center's operational needs, shall be eligible for shift differential pay of fifty cents (\$.50) per hour in addition to regular pay for all hours worked during that 3:00 p.m. to 8:00 a.m. period.

**Article 27
TRAINING PROGRAMS**

The Medical Center at its discretion shall provide training programs for employees. The substance of the training programs and any changes thereto, shall be determined by the Medical Center. Any training required by the Medical Center shall be paid for by the Medical Center.

The Union may make suggestions pertaining to training involving members of the appropriate unit. If such proposals effect all employees in the appropriate unit, the proposals shall be made by submitting the proposed ideas in writing to the AVC HR. Suggestions pertaining to training within a specific unit or department may be sent to the appropriate department head.

**Article 28
HOLIDAYS**

The Medical Center and the Union agree that as a condition of employment, employees in the appropriate unit shall be expected to report for work on holidays with the exception of the following holidays designated by the Medical Center on an annual basis. Official holidays are as follows:

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

Other days designated by the Medical Center as holidays shall be considered holidays for employees in the appropriate unit. As of the signing of this agreement, those designated holidays are:

Martin Luther King's Birthday
Discretionary Day

Friday After Thanksgiving

The parties understand that these designated days are subject to change, should the Medical Center so designate.

When necessary to do so, the Medical Center may require any or all employees to report for work on any of the above holidays.

Section 2 - Full-time employees in the appropriate unit shall be paid on the basis of eight (8) hours pay at their regular straight time hourly rate of pay for the above holidays on which no work is performed. Full-time employees in the appropriate unit who are required to work on a holiday, shall also be paid at 1 ½ times the regular hourly rate, for the hours actually worked on the holiday, or upon written request and approval, receive compensatory holiday credits instead of pay for the hours worked on the holiday at the rate of 1 ½ hours credit for each hour worked.

Section 3 - Requesting Compensatory Holiday Credits. An employee scheduled to work on a holiday may request in writing at least two (2) full weeks in advance of the holiday to receive compensatory holiday credits rather than pay for the hours worked on the holiday. Such requests must also state the date(s) the employee is requesting to take off following the holiday. The time off must be taken either during the same period during which the holiday falls, or during the following pay period. The request for compensatory holiday credits rather than pay and the date(s) of the employee requests to take off following the holiday must both be approved by the department in advance of the holiday. If the approved holiday credits are not used by the employee by the end of the first full pay period following the holiday, such accumulated time that has not been used will be submitted by the department for payment at the earliest opportunity.

Section 4 - When one of the holidays in section one above falls on a Sunday, the following Monday shall be considered the official holiday. If the holiday falls on a Saturday, the previous Friday shall be considered the official holiday.

Section 5 - When one of the holidays falls during an employee's vacation, that day shall not count as one of the vacation days allowed.

Article 29 VACATIONS

Section 1 - The Medical Center and the Union agree that employees in the appropriate unit and probationary employees shall be entitled to vacation with pay which shall be earned and accumulated as follows:

Non-Exempt Employees accrue one hour for each 10 hours worked, up to 22 days (176 hours) a fiscal year.

Accrual: Eligible employees will accrue vacation leave hours each pay period during the fiscal year until the 176-hour maximum fiscal year accrual amount is reached, subject to the 304-hour maximum balance limit.

Accruals will be calculated per individual employee, per pay period.

Accrual of leave will occur during every pay period of a month unless the 176-hour maximum has already been reached (or unless the individual is at the 304-hour maximum balance limit).

If the maximum 176-hour accrual has not been reached, leave may be accrued in the last pay periods of the fiscal year unless the individual is at the 304-hour maximum balance limit.

The pay period when the accrual of 176 hours has been reached will vary by individual, e.g. depending on the person's hire date, any leave without pay, and the overall balance limit, etc.

Once the maximum 176 hours has been accrued each fiscal year, the individual will not accrue any additional vacation hours until the start of the next fiscal year.

Vacation Leave Earnings Schedule for Employees Paid Biweekly:

Non-Exempt (Hourly) Employees

Hours of Annual Leave Accrued Per Pay Period

<u>Hours in Pay Status Per Pay Period</u>	<u>Hours Earned per Pay Period</u>
0-9	0.0
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

Overtime worked shall not be counted in determining vacation leave earned.

Section 2 - When a holiday occurs during an employees' vacation, the employees shall receive holiday pay on the holiday and it shall not count as a vacation day.

Section 3 - The Medical Center shall be responsible for establishing vacation schedules in accordance with the needs of the department. Where practical, vacation requests shall be considered by the department, in accordance with job title and section seniority within the department. Vacation requests must be presented in writing to the department head or his/her designee in accordance with Department policy.

Section 4 – Employees annual leave accumulation will be capped at 304 hours with no opportunity to convert excess annual leave to sick leave.

Section 5 - Payout of unused annual leave will be limited to a maximum 176 hours at termination of employment and a maximum of 240 hours at termination of employment when retirement eligible.

Article 30
SICK LEAVE

Sick leave with pay shall be accumulated by all employees in the appropriate unit of the Medical Center and by probationary employees. The rate of accumulation shall be 3.7 hours per payroll period, except as provided in the following:

(a) Employees on an hourly rate who work less than full-time shall receive proportional credit in accordance with the following:

<u>Hours in Pay Status</u> <u>Per Pay Period</u>	<u>Hours</u> <u>Earned</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

(b) Sick leave may be accumulated without limit.

(c) Sick leave with pay may be granted only for the necessary absence from duty for the following reasons:

(1) Illness or disability of the employee, or of a member of the employee's family when the illness or disability reasonably requires the employee to be absent from work. Illness or disability includes pregnancy, childbirth, termination of pregnancy and recovery therefrom. "Employee's family" includes persons related to the employee by blood, marriage or adoption, and minors residing in the employee's residence as a result of court proceedings pursuant to the Kansas code for the care of children or the Kansas juvenile offenders code.

(2) The employee's or a member of the employee's family's personal appointments with a physician, dentist or other recognized health practitioner. Employees will make reasonable efforts to schedule such appointments at times which will not disrupt work. Further, sick leave may be approved for time away from work resulting from medical appointments and travel time to/from the appointment. Employees will provide a minimum of 7 days advance notice for routine visits. This requirement shall not apply to acute or emergency situations. Once approval for an appointment has been granted, it shall not be rescinded except in an emergency.

(3) Legal quarantine of the employee.

(4) Adoption of a child.

(d) In order to receive accumulated sick leave, employees requesting sick leave with pay, after an absence of more than three (3) days or where there appears to be a pattern of sick leave use, may be required to submit a medical certificate from the attending physician or from a designated physician attesting to the fact that the employee had a medical issue requiring the use of sick leave.

(e) In addition, the Medical Center may require an employee to submit a physician statement certifying that the employee has been released to return to work after an absence.

Article 31 SENIORITY

Section 1 - The Medical Center and the Union agree that upon completion of the agreed upon probationary period, the employee in the appropriate unit shall be credited with seniority.

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 work at the end of such leave.

Section 3 - An employee's seniority shall accumulate without interruption during military leave which conforms with applicable state and federal laws.

Section 4 - An employee's seniority shall terminate if he/she:

(a) quits or resigns,

(b) is discharged for cause

(c) is laid off for a period of three (3) years

(d) fails to report to work as scheduled after an approved leave of absence, layoff or job abandonment within five (5) days following delivery to the employee's last known address of a certified letter from the Medical Center advising him/her that he/she is to be terminated if he/she does not contact the Medical Center Department of Human Resources. Responsibility for informing the Medical Center of the employee's latest address and telephone number rests solely with the employee.

(e) Has been promoted or transferred outside the appropriate unit and has passed the probationary period in the new position.

(f) Accepts other employment outside state service during an approved leave. This shall not apply to employees on approved Union Leave as provided in this Agreement.

Section 5 - Seniority lists covering employees in the appropriate unit shall be brought up to date annually as of November 1st and shall be posted in a conspicuous place. If an error in the seniority lists is noted by an employee, such error must be called to the attention of the Medical Center within thirty (30) days of posting.

Section 6 - Seniority lists shall contain employee's name, date of hire, date entered department, date entered job title.

Section 7 - Job title seniority shall be defined as an employee's uninterrupted service in a job title within the department. Department seniority shall be defined as an employee's uninterrupted service in a department. Section seniority shall be defined as an employee's uninterrupted service in a section.

Section 8 - In applications of seniority pursuant to this agreement, where the ability and fitness between employees are substantially equal, seniority will be used as a determining factor. Such determination of ability and fitness shall be made by the Medical Center. Determination of seniority shall be recorded in existing Medical Center Department of Human Resources records.

Article 32 WAGES

The Medical Center has established salary ranges and job titles for covered positions. Covered job titles are provided in Article I of this Memorandum of Agreement. Salary ranges for job titles are provided on the Human Resources Intranet Site. [Human Resource Intranet Site](#).

Over the course of the duration of the MOA, without the necessity of meeting and conferring with the Union, at its discretion and when funds are available, the Medical Center may make periodic changes to the salary structure to reflect the market as identified by the Medical Center resulting from a market study. Any resulting salary increases authorized for covered employees will be dependent on availability of funds, provided that salaries of bargaining unit members shall not be reduced as a result of changes to the salary structure to reflect the market. Before any changes to the salary structure become effective, the Medical Center will allow the Union an opportunity to provide input.

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

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

Article 33 HANDLING IMPASSE

In the event the parties agree that the Meet and Confer process seeking a Memorandum of Agreement are at impasse, the parties agree to follow and comply with the impasse procedures set forth in the provisions of K.S.A. 75-4332.

Article 34

MEDICAL EXAMINATIONS

The Medical Center agrees to underwrite the costs of employee medical examinations when such examinations are requested by the Medical Center and required to be performed at facilities and by physicians named by the Medical Center.

Article 35

CALL-IN AND CALLBACK PAY

Section 1 - Employees who are called back to work after having completed their regular work shift and having left the Medical Center premises shall be paid for a minimum of two (2) hours work at the applicable rate of pay.

Section 2 - Employees who are called in to work on a regularly scheduled day off shall be paid for a minimum of two hours work at the applicable rate of pay. They shall be offered four (4) hours work, but if they decline shall be entitled only to the minimum pay.

Section 3 - Employees who are called in from standby shall not receive the minimum outlined in Section 2, but shall be offered a minimum of one (1) hour of work. If the employee declines the one hour minimum, he/she will be paid for the actual time worked.

Section 4 - Employees called in, called back or kept over for snow removal and who work 12 continuous hours shall be allowed reasonable rest prior to being required to report back to duty. In order to provide this rest period it may be necessary for the employee to work less than a full shift for the day in question. In these cases, it shall be the employee's choice whether he/she wishes to accept the adjusted work schedule or to waive the rest period.

Section 5 - Only hours worked shall be credited in determining eligibility for overtime.

Article 36

UNION LEAVE

A permanent employee in the appropriate unit of the Medical Center having a minimum of five (5) years service with the Medical Center may request a leave of absence, without pay, to accept a full-time Union position to which appointed or elected.

Union leave of absence shall not be granted to exceed one (1) year.

An employee who has been granted a Union leave of absence shall retain job title seniority status as of the date the leave began but shall not accrue additional seniority during the leave.

An employee who returns at the expiration of a regularly approved Union 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 date of an authorized Union leave of absence or within five (5) days after notice to return at an earlier date shall be deemed a resignation.

**Article 37
LIE DETECTOR TESTS**

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

**Article 38
SAVINGS CLAUSE**

If any provision of this Agreement is found to be or is subsequently declared by the proper Judicial Authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of this Agreement. Any provision of this Agreement which is based upon any valid law, or Department of Administration regulation, all or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently be amended and changed.

**Article 39
APPROVAL OF THE BOARD OF REGENTS, GOVERNOR AND THE LEGISLATURE**

It is agreed by and between the Medical Center and the Union that this Memorandum of Agreement shall be submitted to the Kansas Board of Regents for approval or rejection and, if approved, any provisions of this Agreement which require amendment of rules and regulations of the Department of Administration or of the Pay Plan and Pay Schedules of the State of Kansas may be approved or rejected by the governor and, if approved shall be implemented to become effective at such time as the Governor or Legislature, as the case may be, specifies and in the manner prescribed by law. Further, the parties agree that any provisions of this Memorandum of Agreement which require passage of legislation for its implementation shall be submitted to the legislature at its next regular session, and if approved shall become effective on a date specified by the legislature.

**Article 40
LAYOFFS**

In the event of a layoff, the Medical Center shall follow the layoff policy outlined in the University Support Staff (USS) policy manual and will notify the Union about the layoffs at the same time it notifies employees.

**Article 41
DURATION AND TERMINATION**

This Memorandum of Agreement shall become effective on the first day of the first full pay period following approval of the Kansas Board of Regents, and the Secretary of Administration and shall remain in effect through and including October 31, 2018. This Memorandum of Agreement is binding upon, and inures to the benefit of, the parties and their respective successors and assigns.

The entire Agreement shall automatically renew from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the October 31 anniversary expiration date that it desires to modify or terminate this

Agreement. If such notice is given, it shall specify any modifications requested and meet and confer meetings shall begin no later than sixty (60) days prior to the expiration date.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have hereto set their hands on the dates indicated.

FOR THE STATE OF KANSAS



Sarah L. Shipman
Secretary of Administration

Dated: 6/27/18

FOR LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA
(LIUNA!) PUBLIC SERVICE EMPLOYEES
LOCAL UNION 1290PE



Jeremy Hendrickson
Business Manager/Secretary-Treasurer

Dated: 11/30/2017

FOR THE UNIVERSITY OF KANSAS
MEDICAL CENTER



Douglas A. Girod
Chancellor

Dated: 04/24/2018

FOR THE KANSAS BOARD OF REGENTS



Dave Murfin
Chairperson

Dated: 6/20/18