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# **MEMORANDUM OF AGREEMENT**

Between

**State of Kansas**

**Wichita State University**

and

**American Federation of Teachers Local 6405**

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## **EFFECTIVE DATE**

This Memorandum of Agreement ("MOA"), effective upon the date of the last signature of the parties identified on the Signature Page of this MOA ("Effective Date"), as approved by the Kansas Department of Administration, and updated in accordance with Kansas Personnel Statutes and Regulations, is hereby entered into between the State of Kansas, Wichita State University ("WSU"), and the American Federation of Teachers Local 6405 ("AFT") (individually, "party" and together, "parties"). Upon their signature, the parties to this MOA agree as follows:

## ARTICLE 1 Recognition

WSU recognizes AFT as the exclusive representative in matters pertaining to wages, hours and other terms and conditions of employment, for the purpose of meeting and conferring and the settlement of disputes of all employees in the Appropriate Unit.

The "Appropriate Unit" shall include all eligible maintenance and service employees at WSU within the jobs set forth below, and as determined by the Kansas Public Employee Relations Board ("Board"), in Case No 75-UCA 1-1990, as may be amended or supplemented by the Board from time to time (referred herein as "Employee" or "Employees").

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| <ol style="list-style-type: none"> <li>1. CS000, Auto Shop Assistant</li> <li>2. CS003, Auto Shop, Specialist</li> <li>3. CS002, Auto Shop, Certified</li> <li>4. CS028, Mechanic, Small Engine</li> <li>5. CS005, Carpenter Assistant</li> <li>6. CS007, Carpenter, Maintenance</li> <li>7. CS008, Carpenter, Senior</li> <li>8. CS009, Carpenter/Painter</li> <li>9. CS055, Carpenter, Lead</li> <li>10. CS057, Building Trades Lead</li> <li>11. CS010, Electrical Assistant</li> <li>12. CS014, Electrician, Maintenance</li> <li>13. CS012, Electrician, Lead</li> <li>14. CS013, Electrician, Licensed Journeyman</li> <li>15. CS015, Energy Plant Operator</li> <li>16. CS016, Energy Plant Specialist</li> <li>17. CS038, Boiler Specialist, Senior</li> <li>18. CS018, HVAC Assistant</li> <li>19. CS020, HVAC, Lead</li> <li>20. CS021, HVAC, Licensed Journeyman</li> <li>21. CS022, HVAC, Maintenance</li> <li>22. CS049, HVAC Sheet Metal Worker,<br/>Licensed Journeyman</li> <li>23. CS023, Lock System Specialist</li> <li>24. CS037, Lock System, Lead</li> <li>25. CS026, Maintenance Technician</li> <li>26. CS027, Maintenance Technician, Senior</li> <li>27. CS029, Painter, Maintenance</li> <li>28. CS031, Painting Assistant</li> </ol> | <ol style="list-style-type: none"> <li>29. CS030, Painter, Senior</li> <li>30. CS036, Painter, Lead</li> <li>31. CS047, Plumbing Assistant</li> <li>32. CS046, Plumber, Maintenance</li> <li>33. CS045, Plumber, Licensed Journeyman</li> <li>34. CS033, Pipefitter</li> <li>35. CS050, Welder</li> <li>36. CS203, Custodian</li> <li>37. CS200, Custodian Specialist</li> <li>38. CS201, Custodial Lead</li> <li>39. CS216, Custodial and Maintenance<br/>Assistant</li> <li>40. CS221, Custodian, Special Events and<br/>Projects</li> <li>41. CS220, Custodial Lead, Special Events and<br/>Projects</li> <li>42. CS210, Shipping Receiving and Event<br/>Installation Technician</li> <li>43. CS211, Shipping Receiving and Event<br/>Installation, Lead</li> <li>44. CS205, Inventory Control Specialist</li> <li>45. CS206, Inventory Control Specialist, Lead</li> <li>46. CS204, Equipment Operator</li> <li>47. CS208, Landscaper</li> <li>48. CS217, Arborist</li> <li>49. CS222, Landscape Specialist</li> <li>50. CS223, Landscape Specialist, Senior</li> <li>51. CS224, Pesticide and Herbicide Application<br/>Specialist</li> <li>52. <u>TBA</u>, Custodial Supervisor, Second Shift</li> </ol> |
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The Appropriate Unit shall exclude all other jobs not specifically listed above, and employees appointed on a temporary, seasonal, or student basis, as well as persons designated as officials, managers, supervisors, office, clerical, professional or confidential employees and all other employees of WSU.

All jobs listed above shall include both University Support Staff (USS) and Unclassified Professionals (UP) classifications regardless of job code designated above.

Per KSA 75-4322 (b), a "Supervisory employee" means any individual who normally performs different work from his subordinates, having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend a preponderance of such actions, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

For the term of this MOA, the Parties compromise and agree that day shift "Custodial Supervisors" are supervisors and are therefore excluded from the bargaining unit. The Parties agree that the night shift (or second shift) "Custodial Supervisors" shall be included in the bargaining unit and shall accordingly be covered by this MOA. This distinction was reached as a compromise by the Parties as a result of their good faith efforts at negotiating the terms of this MOA.

The Parties further agree that this compromise agreement does not constitute a waiver of either Party's position nor does it serve as a stipulation that such jobs are appropriately included (or excluded) within the bargaining unit. The University specifically reserves the right to assert that the Custodial Supervisor job assigned to any shift constitutes a "Supervisory Employee" within the meaning of K.S.A. 75-4322(b) and accordingly should be excluded from the bargaining unit in future meet and confer proceedings between the parties and/or through an appropriate petition to PERB following the expiration of the term of the present MOA or in the event the Parties re-engage in a meet and confer prior to the expiration. No change in job duties or responsibilities for the Custodial Supervisor job shall be required for the University to so advocate.

In addition, the Parties agree to make good faith cooperative efforts to resolve any conflicts of interest which may arise. While it is recognized that transfers of employees between the day shift and night shift Custodial Supervisor shifts may occur in accordance with WSU policies and applicable MOA provisions, it is agreed that such transfers shall not be made for the purpose of including or excluding an employee from the bargaining unit. Temporary transfers between day/night shifts shall not affect unit eligibility.

The parties agree to jointly petition the Public Employee Relations Board to update and add as appropriate new jobs as they may be included in the WSU work force from year-to-year during the duration of this MOA without the necessity for meet and confer sessions.

**ARTICLE 2**  
**WSU and AFT Responsibilities**

WSU and AFT each agree that the purpose and intent of this MOA is to contribute 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**

#### Section 1. Modifications or Exclusions Not Intended.

It is understood and agreed by AFT that nothing in this MOA is intended to circumscribe or modify the existing right of WSU to manage and operate its facilities; direct the work of its Employees; hire, promote, demote, transfer, assign, and retain Employees in positions with WSU; suspend or discharge Employees for proper cause; maintain the efficiency of governmental operation; relieve Employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of WSU; and to determine the methods, means and personnel by which operations are to be carried on.

It is further specifically agreed that the forgoing enumeration of the rights of WSU shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this MOA. It is also understood there are other inherent rights of management which may be exercised during the terms of this MOA.

#### Section 2. Supremacy.

WSU and AFT further agree that nothing in this MOA will operate to supersede any provision covered by Federal or State law or the authority or power of the Board of Regents as established by state law or the Kansas Constitution.

## **ARTICLE 4 Employee Rights and Union Rights**

### Section 1. Employee Rights to Form, Join, and Participate.

WSU and AFT agree that WSU 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 in accordance with the Kansas Public Employee Employer Relations Act.

### Section 2. Employee Rights to Refuse to Form, Join, and Participate.

WSU employees shall have the right to refuse to form, join or participate in the activities of employee organizations.

### Section 3. No Coercion or Intimidation.

WSU and AFT will not coerce, intimidate, or otherwise force any employee to join or not join AFT as a condition of employment.

### Section 4. AFT Right to Send Information.

AFT and AFT representatives shall have the right to send email updates, alerts, and information to Employees in the appropriate bargaining unit to an Employee's WSU email account. WSU shall not block AFT as a sender or otherwise hinder the delivery of email to bargaining unit members from AFT.

The parties recognize that not all employees have computers, internet, or email access in the course of their employment and, notwithstanding the above, nothing herein shall require WSU to provide the same.

## **ARTICLE 5 Non-Discrimination**

### Section 1. Equal Opportunity.

Equal opportunities and encouragement will be afforded to every Employee applicant and Employee regardless of age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, marital status, national origin, political affiliation, pregnancy, race, religion, sex, sexual orientation, or status as a veteran. This is in alliance with state and federal laws and WSU's Discrimination Policies.

### Section 2. Discrimination Prohibited.

No Employee shall be discriminated against because of membership in or association with the activities of AFT or because of participation in any grievance, complaint or other proceeding as set forth in this MOA. Sexual misconduct, relationship violence and stalking are forms of sex discrimination and are prohibited under Title IX of the Education Amendments Act of 1972.

### Section 3. Retaliation Prohibited.

Retaliation against an individual filing or cooperating in a complaint process is also prohibited.

### Section 4. Where to File a Complaint.

Complaints or concerns related to alleged discrimination may be directed to WSU's Office of Civil Rights, Title IX & ADA Compliance.

## **ARTICLE 6 Workweek and Overtime**

### Section 1. Workweek.

The regular "workweek" will begin at 12:01 a.m. Sunday, and end at 12:00 midnight the following Saturday. The regular workweek shall consist of forty (40) hours in a seven (7) day period. 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. Overtime.

Each Department Head shall be responsible for control of overtime. Overtime, to the extent possible, shall be authorized in advance by the responsible supervisor. Nothing in this MOA shall be regarded as a guarantee of any hours of work per day or per week.

Overtime is defined as all hours worked which exceed forty (40) in a workweek and shall be paid or compensated for at the rate of one and one-half (1-1/2) times the Employee's regular hourly base rate. All time worked beyond the normal workweek must be with supervisory permission.

The computing and compensation of overtime will be in accordance with the WSU Timekeeping Reference Guide.

Regular scheduled hours shall not be reduced during a current workweek for the sole purpose of denying an Employee overtime; however, the overtime may either be paid or compensated for as time off (at time and one-half), in accordance with the WSU Timekeeping Reference Guide.

WSU reserves the right to schedule overtime work as may be required. Such overtime, excluding emergencies, shall be distributed fairly and equitably among Employees capable of performing the work in their respective departments and classes. For purposes of overtime distribution, regular overtime offered shall be considered as overtime worked. Any error in the distribution of regular overtime will be corrected by later assignments when regular overtime is available. Provided, however, an employee may be held over at the end of the employee's shift in order to complete a project, for a period of time not to exceed four (4) hours, except in an emergency as determined by the Department/Division head or designee. Where possible, advanced notice will be given. No employee, regardless of department seniority, Length of Service, or overtime hours worked, will be allowed to work in a job for which they are not qualified.

### Section 3. Overtime Pay and Compensatory Time.

Non-exempt Employees will only be paid overtime pay when such pay is approved, in advance, by the Employee's budget officer. If such approval is not granted, in advance, the Employee will receive "Compensatory Time" as that term is defined in WSU Policy 5.09 / Overtime, Overtime Pay, and Compensatory Time. If an Employee requests to receive overtime pay in lieu of compensatory time, and their request is denied, the Employee shall be entitled to a written explanation for the reason for the denial of such request. WSU shall provide education and information to all Employees and

Employee's supervisors and budget officers as it relates to WSU Policy 5.09 and an Employee's ability to request overtime pay in lieu of compensatory time.

Section 4. Shutdown.

During periods of WSU shutdown, Employees may use appropriate accumulated leave.

## **ARTICLE 7 Rest Periods and Meal Breaks**

### Section 1. Rest Periods.

Employees will be permitted two (2) fifteen (15) minute rest periods with pay during a normal eight (8) hour work schedule. One rest period will be allowed at or near the middle of each half of the work schedule as designated by the supervisor. Employees may not elect to forgo rest periods for the purpose of accruing time off. Rest periods may not be regarded as accumulative if not taken.

### Section 2. Leaving Workstation.

During rest periods Employees are free to leave those workstations not requiring continuous attendance. If the Employee leaves the workstation, travel time from and return to the workstation will be counted towards and included in the fifteen (15) minute rest period.

### Section 3. Meal Breaks.

Meal breaks without pay will be provided for full-time Employees. The duration of meal breaks will be formally established by the departments, but in no cases will the meal break be less than thirty (30) minutes. Employees may not elect to forgo meal breaks for the purpose of accruing time off. Meal breaks may not be regarded as accumulative if not taken.

### Section 4. Scheduled Meal Break.

Meal breaks will be given at or near the middle of the work schedule as designated by the supervisor. In emergency situations, the supervisor may delay the Employee's meal break until relief from another employee may be obtained.

### Section 5. Paid Meal Breaks.

Employees whose work requires continuous attendance and who are therefore required to remain at their workstations, and at work during the meal break, will be paid for that time.

### Section 6. Additional Meal Breaks.

Employees whose overtime work requires them to work two (2) hours or more in addition to their regular eight (8) hour shift, will be provided a thirty (30) minute meal break on the job, with pay, at the beginning of the eleventh (11<sup>th</sup>) hour or sooner, if possible.

## **ARTICLE 8 Call In and Stand-By Pay**

Ensuring employees are available for unforeseen emergency business needs is in the best interest of both parties. Therefore, maintaining a reliable stand-by team, and at times calling in staff for unforeseen situations, is necessary to fulfill WSU's mission.

### Section 1. Call in Pay

On the occasion that it is necessary to call in non-exempt Employees outside of their regular shift hours to handle unscheduled work, the Employee will be paid a minimum of two hours of pay. This pay will count towards overtime calculations. The Employee shall have one (1) hour to report to work after responding to the call, except in extreme weather conditions where the Employee shall be allowed additional time to report to work.

### Section 2. Stand-By Pay

Stand-by pay is pay for time outside a non-exempt Employee's regularly scheduled work hours, during which the non-exempt Employee is required to report to work. The Employee shall have thirty (30) minutes to report to work after responding to the call, except in extreme weather conditions where the Employee shall be allowed additional time to report to work. Only the hours actually worked, will be credited in determining eligibility for overtime compensation. Stand-by status will not be authorized without the knowledge and prior approval of the immediate supervisor.

Stand-by pay is additional compensation at \$2 per hour for non-exempt Employees while serving in stand-by status. An Employee on stand-by who is called in to work will be compensated for the hours actually worked. The \$2 per hour stand-by compensation will not be paid for hours actually worked.

Any non-exempt Employee who is not available when called, and who does not present reasonable justification for failure to report when called, shall lose compensation for that stand-by period.

## **ARTICLE 9 Holidays**

### Section 1. Designated Holidays.

Employees are entitled to holidays with pay as approved by the Kansas Board of Regents. A list of paid holidays is located on the WSU Human Resources website. Additional holidays with pay may be designated by the Kansas governor and Kansas Board of Regents ("KBOR").

### Section 2. Vacation Leave.

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

### Section 3. Full-Time Accrual.

Each full-time Employee, regardless of the Employee's work schedule, shall be given credit for the same number of holidays as Employees whose regular workweek is Monday through Friday.

### Section 4. Compensation for Work on Holiday.

If an Employee is required to work on a holiday, they shall be compensated in accordance with the policies and procedures of WSU and shall be posted on its website.

### Section 5. Holiday Pay.

Regular full-time Employees shall be paid on the basis of eight (8) hours pay at their regular straight time hourly rate of pay for holidays on which no work is performed.

### Section 6. Discretionary Holiday.

Employees who accrue vacation leave shall be entitled to one (1) discretionary holiday each year, if authorized by the Governor, to be taken at their discretion subject to advance approval of the immediate supervisor. To be eligible for a discretionary holiday, the Employee must have been in a benefits eligible status for at least six (6) months.

## **ARTICLE 10 Vacation**

### Section 1. Accrual.

Employees shall be entitled to vacation with pay. Vacation leave shall be earned, credited, and accumulated at the rate approved by KBOR and is subject to change by KBOR. The current vacation leave accrual table for WSU is located on WSU's payroll webpage. A link to the website can be provided upon request to [payroll@wichita.edu](mailto:payroll@wichita.edu).

Vacation leave is earned for hours worked in pay status in the payroll period. Overtime worked and additional payment for holidays worked will not result in additional leave accruals. Leave earned during a pay period is credited on the first day of the following pay period. If an employee's balance is at the maximum, they will no longer earn vacation hours. Proportional leave is earned when the employee is not in pay status an entire pay period.

### Section 2. Temporary Position.

Employees employed in temporary positions do not accrue vacation leave.

### Section 3. Accrual Begins.

New employees earn vacation leave beginning with their first day of employment, based upon their hours in pay status in the pay period.

### Section 5. Maximum Accrual.

Employees who are eligible to earn vacation leave may accumulate a maximum of 304 hours. However, an employee may receive, upon separation from employment, payment for no more than 176 hours of leave. If retirement eligible at separation of employment or retirement, the employee may receive payment for up to 240 hours of leave.

### Section 6. Requesting Leave.

An employee may request the use of vacation leave at any time after accrual.

Consistent with the individual needs of each department within WSU, earned vacation leave, which is requested in advance may be approved, and will not be arbitrarily denied. Vacation leave will be granted on an equitable basis with an attempt to satisfy the leave requests of employees. Any conflict between employees in the same job desiring the same time period will normally be resolved by considering length of service. Once a vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

### Section 6. Use of Leave.

Vacation leave may be used in units of one quarter (1/4) hour when requested and approved. Holidays occurring within the period of an employee's vacation shall not count as one of the vacation days.

Section 7. Transfer of Leave.

An Employee who transfers to another state of Kansas agency may have any unused vacation leave transferred. If for any reason the unused vacation leave of an employee may not be transferred to another state of Kansas agency or in the event of separation, the employee shall be paid according to KBOR policy in the final pay.

## **ARTICLE 11 Sick and Shared Leave**

### Section 1. Sick Leave

Employees shall be entitled to sick leave with pay. Sick leave shall accrue at the rate approved by the Kansas Board of Regents (KBOR) and is subject to change by KBOR. The current vacation leave accrual table for WSU is located on WSU's payroll webpage. A link to the website can be provided upon request to [payroll@wichita.edu](mailto:payroll@wichita.edu). Sick leave is earned on the number of regular hours worked, sick leave, or vacation leave taken in a pay period. Sick leave is not earned on overtime hours.

Sick leave may be accumulated without limit and may be used in increments of one-quarter (1/4) hour or more.

Sick leave with pay may be granted only for the following reasons:

- Illness, injury, 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;
- Illness or disability, including pregnancy, childbirth, miscarriage, abortion, and recovery there from 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.
- For the purposes of this Article, "family member" means the following: Any person related to the employee by blood, marriage, or adoption;
- 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;
- Legal quarantine of the employee;
- Initial Placement of a foster child in the home of an employee; and
- When the adoption or initial placement reasonably requires the employee to be absent from work.

Employees who are injured on the job or experience a work-related illness, and are awarded Workers' Compensation for the lost time or to attend authorized follow up treatment visits, shall be granted use of accumulated sick leave provided that the compensation for such sick leave used each payroll period shall be only that amount which, together with Workers' Compensation pay, shall equal the regular salary for the employee. In the event of a lost time situation, Workers' Compensation is not paid during the first week of disability, unless the disability exists for three (3) consecutive weeks and is determined to be a total temporary disability.

If an employee taking vacation leave becomes ill and, for all intents and purposes, is deprived of all or a significant portion of the vacation, the Employee's immediate supervisor, upon request of the Employee, may charge to sick leave some or all of the time the Employee was ill while on vacation.

## Section 2.

An Employee who becomes ill while at work shall notify the Employee's immediate supervisor, or the designated supervisor, after which the Employee may leave work. If an Employee becomes ill while away from work, the Employee shall provide notification consistent with departmental policy. If the Employee fails to report, the Employee shall be charged leave without pay.

## Section 3.

An illness which has a duration of three (3) or more consecutive days or which if untreated would result in the employee's absence of three (3) or more days may be considered a "serious" health condition. In this case, Human Resources may require appropriate documentation from the Employee's health care provider pursuant to WSU policy.

## Section 4.

AFT recognizes the importance of sick leave and the obligations of the employee to utilize it only when incapacitated for the performance of duty by personal illness or disability, or that of a family member. AFT will support WSU in efforts to eliminate unwarranted or improper use of sick leave.

## Section 5.

Employees who are not retirement eligible and who are not retiring will not have sick leave paid out upon separation of employment.

Upon retirement, or upon termination of employment when retirement eligible, accrued sick leave is paid to eligible employees as follows according to the Kansas Board of Regents policy, and subject to change in accordance with KBOR:

- After 8 or more years of service and 800 hours accrued, 240 hours (30 days) paid.
- After 15 or more years of service and 1000 hours accrued, 360 hours (45 days) paid.
- After 25 or more years of service and 1200 hours accrued, 480 hours (60 days) paid.

## Section 6. Shared Leave.

Employees may qualify for shared leave. Such leave shall be administered in accordance with WSU procedure, which is available on the Human Resources website (found in the "Leaves" section) and/or WSU Policies Procedures.

## **ARTICLE 12 Bereavement Leave**

### Section 1. Leave Rights.

Bereavement leave is provided for a period of mourning after a loss, especially following the death of a loved one. Reasonable leave with pay may be granted to employees for the purpose of bereavement of any member of the employee's or their spouse's immediate family.

### Section 2. Immediate Family.

The term "immediate family," as used here, includes domestic partners, spouse, parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews; related by blood, marriage or adoption. The term "domestic partner" as used here, means a person with whom another person maintains a household and an intimate relationship, other than a person to whom such person is legally married.

### Section 3. Leave Period.

Bereavement leave may be granted, and generally will be at the Employee's direct supervisor's discretion, for up to six (6) days. If an Employee is not satisfied with the amount of Bereavement Leave granted, they may request a review by the head of the Employee's department.

### Section 4. Use of Leave.

Bereavement leave is recorded for the exact number of hours used in quarter (1/4) hour increments. For additional time off, vacation leave may be requested. Requests for additional time off will not be arbitrarily denied.

**ARTICLE 13**  
**Military Leave**

WSU will allow employees to fulfill their obligations to the reserve component of the military service of the United States or National Guard in accordance with applicable Federal and State laws.

**ARTICLE 14**  
**Jury Duty and Witness Leave**

Section 1. Leave.

Each Employee shall be granted a leave of absence with pay for required jury duty or in order to comply with a subpoena issued as a result of the employee's employment with WSU to be a witness before the Kansas Human Rights Commission, the United States Equal Employment Opportunity Commission, or a court ("required appearance").

Section 2. Pay.

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 or is called as a witness in an action that is unrelated to the employee's employment with WSU.

Section 3. Expenses.

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, legislative committee, or other public body, the employee shall turn over to the state any mileage expense payments received.

Section 4. Duty Compensation.

An employee is entitled to keep the entire amount paid to the Employee for required jury duty. An employee granted leave who receives pay or fees for any other required appearance shall turn over to the state any pay or fees received for such appearance in excess of fifty dollars (\$50.00).

**ARTICLE 15**  
**Time Off for Voting**

WSU will grant Employees time off to vote in accordance with K.S.A. § 25-418.

## **ARTICLE 16 Leave Without Pay**

Requests for leave without pay must be made in writing to the employee's immediate supervisor on standard WSU form. Such leave, if it is to exceed (30) thirty calendar days, may impact other employee benefits. To confirm full impact to benefits, the Employee should contact the Human Resources' Total Rewards team at [totalrewards@wichita.edu](mailto:totalrewards@wichita.edu). Use of accumulated vacation leave, compensatory time, and if appropriate, accumulated sick leave may be required before approval of leave without pay. An employee can be placed on leave without pay for unauthorized leave or disciplinary purposes in lieu of using accumulated leave at the written request of the supervisor and approval of the Head of Human Resources, or their designee, in accordance with appropriate state statutes and regulations.

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

**ARTICLE 17**  
**AFT Leave and Release Time for Meet and Confer**

Section 1. Leave for AFT Position.

A permanent Employee may request a leave of absence, without pay to accept a full time AFT position to which appointed or elected. An AFT leave of absence shall not be granted to exceed one (1) year. An Employee who has been granted an AFT leave of absence shall retain length of service status as of the date the leave began but shall not accrue additional length of service during the leave.

Section 2. Return to Job.

An employee who returns at the expiration of a regularly approved AFT leave without pay shall be returned to a job with similar duties, responsibilities, and pay as the job held at the time the leave was granted.

Section 3. Failure to Return to Work.

Failure to report for work on the expiration of an authorized AFT leave of absence or failure to return at an earlier date shall be deemed a resignation.

Section 4. Release Time For Meet and Confer

Consistent with the operational needs of WSU, bargaining unit members who serve on the Negotiations Team shall be entitled to be released from duty for a reasonable amount of time, as agreed by WSU and AFT, for time spent preparing for meet and confer.

Section 5. Reporting AFT Time.

All leave or time off in the performance of approved AFT duties, including time of service on the Negotiations Team and steward activities, shall be reported on unit member timesheets by each member reflecting the time used with the payroll code appropriate for AFT.

**ARTICLE 18**  
**Family and Medical Leave Act**

The Family and Medical Leave Act of 1993, 29 U.S.C. 2601 et seq. (FMLA), as amended and implementing regulations will apply to qualified Employees.

## **ARTICLE 19 Personnel Records**

### **Section 1. Review of Official Personnel File**

Individual employees may review their official personnel file maintained in the Office of Human Resources (personnel file) in accordance with the procedures outlined in this Article. The personnel file may be reviewed by appointment in the Human Resources office.

### **Section 2. Dispute of Official Personnel File**

Should an employee dispute or disagree with information or documentation in the official personnel file, the employee should discuss their concerns with the immediate supervisor. After such discussion, the employee shall be provided the opportunity to add an explanation and/or written commentary to their file.

### **Section 3. Additions & Duplication**

The employee may request material pertinent to their job, performance or qualifications be placed in the official personnel file. The employee may request copies of material in the official personnel file, either in person or in writing, and cost of duplication shall be paid by the employee at a rate of \$.10 per page.

### **Section 4. Opportunity to View Adverse Additions**

Departmental files may be maintained; however, no internal documents which are adverse to the employee shall be placed in the employee's personnel file unless the employee has had an opportunity to affix his/her signature or initials to signify knowledge of the material, not necessarily to indicate agreement with the content.

### **Section 5. Review by AFT**

Upon written authorization by the employee, AFT shall have the right to see, and may request copies of material in the personnel file, either in person or in writing, and cost of duplication shall be paid by AFT at a rate of \$.10 per page.

### **Section 6. Reference Documents**

No document shall be referenced during any employment discussions unless the employee has been given a copy thereof.

**ARTICLE 20**  
**Workplace Dignity and Respect**

The work environment should recognize the human dignity and respect of every person.

WSU is firmly committed to providing a healthy and safe working environment for all who serve at WSU. Verbal abuse, threats, workplace bullying or harassment by anyone is not respectful, nor conducive to a healthy workplace, and will not be tolerated.

WSU has established expectations and service standards, known as Shocker PROUD: Professional, Responsive, Open, Understanding and Dependable.

In addition, WSU has education and training available for Employees, as well as for supervisors, managers and directors of those in the Appropriate Unit for the purpose of creating a healthy, positive work environment. Optional and mandatory training for Employees is available through MyWSU.

Any Employee who believes they have not been treated with human dignity and respect may follow the Informal Dispute Resolution and Formal Grievance process, or any other applicable WSU policy.

**ARTICLE 21**  
**Continuing Education and Tuition Reimbursement Assistance**

Section 1. Continuing Education

WSU shall fully reimburse Employees the cost of continued education classes if the class is required for the performance of Employee's assigned duties at WSU. The Employee must successfully complete the class as defined by the class requirements. The supervisor and department budget officer must approve classes in advance. Time to attend classes will be in paid status.

Section 2. Tuition Assistance

WSU shall provide tuition assistance to Employees and their dependent/spouse according to WSU Policies and Procedures 3.42 (Tuition Assistance Program for Employees) and 3.43 (Tuition Assistance Program for Spouses and Dependent Children), which are located on the WSU website.

**ARTICLE 22**  
**Health Insurance**

Eligible Employees will continue to participate in the State of Kansas Group Health Plan as established by the Kansas Health Care Commission. WSU shall pay the portion of the Employee's premium for health insurance coverage as prescribed by the Health Care Commission.

**ARTICLE 23**  
**Workers' Compensation and Unemployment Compensation**

Employees shall be eligible for Worker's Compensation and Unemployment Compensation Benefits as provided by state statutes and regulations.

**ARTICLE 24**  
**Retirement Benefits**

Employees classified as University Support Staff shall be required to participate in the Kansas Public Employee Retirement System program. All other Employees covered by this MOA who are hired after sixty (60) days following the Effective Date shall be classified as Unclassified Professionals (UP) and shall be required to participate in the KBOR Mandatory Retirement Plan pursuant to plan criteria. Additionally, Employees may elect to participate in voluntary retirement plans.

**ARTICLE 25**  
**New Employee Orientation**

Section 1. New Employee Orientation.

WSU conducts new Employee orientation for all new benefit eligible employees. WSU shall permit AFT to provide appropriate AFT materials to new employees within the bargaining unit, except that such materials must first be reviewed and approved by WSU.

Section 2. List of New Employees.

WSU shall continue to provide to AFT a list of newly hired Employees, by name and department at WSU, within the appropriate bargaining unit. Said list shall be provided on a monthly basis and shall be provided to the AFT Local President via campus email.

## **ARTICLE 26**

### **Annual Employee Performance Evaluation and Appeal**

#### **Section 1. Purpose**

Supervisors are accountable to provide clear behavior and performance expectations in order to assist Employees to perform to the best of their abilities. Effective performance management includes regular evaluation and feedback, developmental opportunities for Employees, recognition of behavior and performance that exceeds expectations, and support for Employees who need to improve behavior and/or performance.

#### **Section 2. Performance Evaluations**

The University performance evaluation objectives are to:

- Ensure Employees have a clear understanding of the expected behaviors and performance levels;
- Facilitate effective communication between Employees and supervisors;
- Ensure Employees have input into their performance planning and evaluation;
- Ensure Employees receive feedback about how they are performing;
- Provide Employees with an understanding of how their individual work contributes to the University's Strategic Plan.

Every member of the appropriate bargaining unit shall receive an annual evaluation, conducted by their immediate supervisor or by another qualified person(s) familiar with the Employee's job description and job performance. The Employee will be provided an evaluation, complete with the supervisor's assessment and ratings and shall be provided the opportunity to add comments after they have met individually with their supervisor to review the evaluation.

The Employee shall acknowledge receipt of the evaluation; such acknowledgement shall not constitute agreement of the evaluation.

#### **Section 3. Appeal**

Members of the represented unit may appeal their performance evaluation utilizing the Grievance Procedure outlined in Article 33 ("Grievance Procedure").

## **ARTICLE 27 Job Openings**

### **Section 1. Posting**

A notice of all permanent job openings within the Appropriate Unit shall be posted in University applicant tracking system as required by the University's Affirmative Action Plan. All hiring procedures shall be in accordance with all applicable employment laws and WSU Policies and Procedures.

### **Section 2. Selection Process**

All applicant selections will be based on a structured interview process. To avoid any conflict of interest, all decisions will be made without regard to family relationships, or living arrangements with current employees, and will be based on applicant qualifications.

### **Section 3. Internal Applicants**

Employees who have interest in job openings within the Appropriate Unit, must apply in the University's applicant tracking system, within the timeframe required. Internal applicants who meet the minimum qualifications of the job, have a latest annual performance evaluation with a minimum of meets expectations, and have not had corrective action within the last twelve months, will be given preference guaranteeing an interview.

When more than one internal applicant applies and is interviewed, the applicant who best meets the qualifications of the job will be selected for hire in accordance with WSU policies and procedures. In situations where two or more applicant's qualifications are equal and no WSU Policy and Procedure, or law requires otherwise, Length of Service will determine the selection for hire.

### **Section 4. Job Descriptions**

Job descriptions within the Appropriate Unit shall be made available to AFT upon request.

## **ARTICLE 28 Length of Service**

### Section 1. Definition

For purposes of benefits afforded under this MOA, the "Length of Service" for Employees shall mean the total time credited in the existing WSU official employment records.

### Section 2. Close of Service

An Employee's Length of Service shall cease to accumulate when the Employee has separated employment, except when an Employee who is on approved leave of one (1) year or less without pay while employed full time with AFT or an affiliate thereof.

### Section 3. Unit List

A Length of Service list of Employees shall be provided upon request. The list shall include the Employee's name, job title, Length of Service, email address, home address, employee ID number, rate of pay, and other information as shall be agreed at the time of the request.

## **ARTICLE 29 Reduction in Force**

It may become necessary to implement an employee furlough or reduction in force. WSU strives to provide a stable and secure environment in which to work. The purpose of this Article is to establish a fair process to ensure consistency and accountability for position eliminations, while maintaining respect of those impacted.

### Section 2. Defined Terms

For purposes of this Article, the terms set forth in this Section 2 shall have the following meaning:

- A. **Displaced Employee:** An Employee whose position has been eliminated by a Reduction in Force (RIF).
- B. **Employee:** For the purposes of this Article only, "Employee" does not include Employees in a Contingent status, or in a Temporary position, as defined in the WSU Policies and Procedures.
- C. **Leadership:** Leadership includes individuals at the University who have Employees reporting directly to them, or Department Chairs/Directors.
- D. **Notice Period:** The time period beginning on the date the Displaced Employee is officially informed of the Position Elimination through the Separation Date.
- E. **Position Consolidation:** Combination of two or more positions with substantially similar roles and responsibilities into one position.
- F. **Position Elimination:** A permanent reduction of may be necessary to eliminate position(s) due to organizational Restructuring, Departmental, Program, or Position Consolidation, or discontinuation of a service, program, or function.
- G. **Reduction in Force (RIF):** A separation from employment for situations such as lack of funds, financial exigency as defined by Kansas Board of Regents (KBOR), lack of work, program discontinuance, redesign or elimination of position(s) or reorganization, with no likelihood or expectation that the Employee will be recalled because the position itself is eliminated. A RIF may be necessary or appropriate when there is a redesign or elimination of work, redundancy in roles, or excess capacity within a work group or across work groups, such that it would be economically feasible and responsible to reduce the number of position(s) in a unit or department.
- H. **Separation Date:** The last day of the Notice Period, or the last day worked if a Displaced Employee resigns or is involuntarily separated from employment prior to the end of the Notice Period.
- I. **Separation Pay:** The hourly pay and benefits a Displaced Employee may receive. This calculation equals hourly base rate of pay at the time of elimination multiplied by authorized

hours per pay period. Additional compensation and/or stipends may be factored into the separation pay.

- J. **Transition Pay:** Occurs when a Displaced Employee has secured a position at the University, prior to the end of the Notice Period, in which the rate of pay is less than the Separation Pay. Transition Pay is an amount equal to the difference between the rate of pay in the new position and Separation Pay.

### Section 3. Administrative Procedure

#### A. Assessment and Position Selection.

1. Leadership completes an analysis of the business needs, submits to their direct leader and will progress through divisional leadership for approval.
2. Leadership analyzes the job functions that the work unit needs going forward, and the position(s) that will be retained and eliminated. This is based solely on the job functions of positions and the business needs of the work unit. A Reduction in Force Memo must be completed to provide justification for the RIF.
3. When there are multiple incumbents in a position that has been selected for elimination, an evaluation of the skills and qualifications of each Employee must be completed by the respective Leadership. In this multiple incumbent situation, a Candidate Profile Worksheet (CPW) must be completed for each incumbent.
4. Before any Employee notification, a Reduction in Force Memo and plan must be approved by divisional Leadership and Human Resources.
5. Human Resources assists in preparing the written notice for the Displaced Employee and determines any Separation Pay.

#### B. Employee Notification

1. Employees are given 60 calendar days' notice that their position is being eliminated.
2. In some situations, it is in the best interests of the Displaced Employee or the department that the Notice Period be non-working. This decision is made in consultation with Human Resources.
3. The Displaced Employee is informed, during notification, whether the Notice Period is working or non-working (or some of both). For a non-working Notice Period, the Displaced Employee is placed on a paid leave. Displaced Employees are paid regular hours and applicable additional compensation and/or stipends for the Notice Period, regardless of whether it is working or non-working.
4. When the Displaced Employee is notified, the Leader meets with the Displaced Employee in-person and provides the Displaced Employee with written notification

regarding the Position Elimination and the Separation Date.

C. Non-reappointment Pay, Separation Pay & Separation Agreement

1. Displaced Employees receive a minimum of two weeks of Separation Pay when a Separation Agreement is signed and returned.
2. A Separation Agreement may be offered to the Displaced Employee at the time of notification. Separation Pay is paid, only if the Displaced Employee signs and returns the Separation Agreement during the allowable time.
3. Separation Pay is not paid if the Displaced Employee separates employment prior to the end of the Notice Period.
4. If an Employee accepts an offer of employment at the University prior to the end of the Notice Period in which the rate of pay is less than Separation Pay per pay period, the Employee will receive Transition Pay for the remainder of the Notice Period in an amount equal to the difference between the rate of pay in the new position and Separation Pay. Neither the employee nor Leadership may delay the start date in a transfer or rehire event in order to extend the receipt of Separation Pay.
5. If the Displaced Employee starts employment in a different position during the Notice Period in which the rate of pay is equal to or greater than the current position, the remaining Separation Pay is discontinued on the transfer or rehire date.
6. Displaced Employees will have the option of being reinstated into their former position if the position is restored within twelve (12) months and they are otherwise eligible to be reinstated.

Section 4. Placement in Similar Vacant Covered Position

Employees covered under this MOA who are reduced will have the option to be placed into a similar vacant covered position for which they are qualified at the time of the reduction or furlough.

## ARTICLE 30 Furlough

### Section 1. Furloughs

To fulfill its fiscal responsibilities in times of budget restraints or if directed by the State of Kansas, WSU may exercise its authority to implement furloughs or to reduce employee's salary or hourly rates of pay. Any such action shall be administered as set forth in this Article 30 ("Furlough").

WSU may implement a Furlough only after reasonable alternatives have been exhausted; ensuring maintenance of WSU's mission and the quality of its programs. Furloughs will be implemented in a fair manner that is sensitive to the mission of WSU and the needs of its faculty, staff and students.

### Section 2. Defined Terms

For purposes of this Article, the terms set forth in this Section 2 shall have the following meaning:

- A. **Administrative Furlough:** A planned action by WSU that is designed to address budget reductions necessitated by reasons other than lapse in appropriations. A Furlough plan shall be required for each Administrative Furlough. Notice of 30 days will be provided to Employees prior to implementation of Administrative Furlough.
- B. **Employee:** An individual who, when hired, provides services on a regular basis in exchange for compensation, receives a W-2, and who does not provide these services as a part of an independent business or as an independent contractor. This includes temporary and part-time Employees.
- C. **Emergency Furlough:** A Furlough that occurs if there is an immediate or imminent lack of funding to continue WSU operations or any emergency that results in an unanticipated interruption of funding to WSU. A Furlough plan shall not be required for an Emergency Furlough. No notice period is required to Employees prior to implementation of Emergency Furlough.
- D. **Furlough:** The placement of an Employee in a temporary leave without pay status for a specified number of hours or days within a specified timeframe. A Furlough is not a layoff or reduction in workforce and may be used to avoid or delay such action.
- E. **Leadership:** Leadership includes individuals at WSU who have Employees reporting to them, or Department Chairs/Directors.

### Section 2. Employee Benefits

Subject to state law, Employee benefits may be impacted as set forth in this Article. Employees may not use vacation or sick leave to supplement Furlough. An Employee's social security and retirement contributions will be affected under a Furlough due to the reduction in pay received, but all other benefits, including the accrual of vacation and sick leave, shall continue, notwithstanding other

guidance to the contrary.

A Furlough will not affect an Employee's continuous service, length of service, or eligibility for authorized holiday leave or pay.

### Section 3. Emergency Furlough Notice.

For Emergency Furlough the affected Employees shall be notified as soon as it is feasible to do so.

### Section 4. Placement in Similar Vacant Covered Position

Employees covered under this MOA who are furloughed will have the option to be placed into a similar vacant covered position for which they are qualified at the time of the reduction or furlough.

## **ARTICLE 31 Steward System**

### **Section 1. Purpose**

WSU shall recognize stewards who have been designated by AFT to serve in this capacity. The number of stewards will not exceed 7 total stewards, one (1) Chief Steward and six (6) Line Stewards. For every increase of 25 bargaining unit members, one additional steward may be added.

### **Section 2. Procedures for Steward Functions During Working Hours**

AFT shall maintain a list of all stewards and will provide a current list to WSU as changes occur and upon request by WSU. Such list shall be provided to the Chief Human Resources Officer.

Each steward will be allowed reasonable time off, to be interpreted to mean up to one (1) hour, during working hours, without loss of pay or leave, to provide employee representation as outlined in this section.

No more than two (2) hours per week total will be permitted for all employee representation. With prior approval of their supervisor(s), Employees and stewards may be excused from work to consult. Employees and stewards must receive permission from their immediate supervisor(s) to leave their work and must report back promptly when their consultation is completed. It is understood that the work and service provided by WSU are the primary concern and such requests for absence will be evaluated by the supervisor in light of the assigned work and conditions existing at the time. If the supervisor feels they cannot be excused at the requested time, the supervisor will indicate the time when they may be excused.

The time off during the working hours granted to stewards will not be used for discussing any matters connected with the internal management and operation of AFT the collection of dues or assessments; the solicitation of memberships; campaigning for elective office in AFT; or the solicitation of grievances or complaints; or the distribution of literature, except materials requested by the Employee regarding their grievance or complaint.

### **Section 3. Steward Training**

Each designated steward of the unit shall be permitted to participate in steward training. Such training shall not exceed two (2) days per calendar year per steward. This training will be in regular pay status. The use of State-owned vehicles or other related travel expenses is not authorized for use in conjunction with the steward training. The steward shall be responsible for scheduling this time in advance and providing appropriate documentation to their immediate supervisor. Management reserves the right to arrange the steward's schedule so as not to incur overtime due to this training. Every effort will be made by WSU to accommodate participation in such training, however, staff coverage or other critical work situations may, on occasion, prevent such participation. When staff coverage or critical work situations arise which prevent a steward from participation, the immediate supervisor will work with the steward to determine alternate dates.

Section 4. Time Off.

All leave or time off in the performance of approved AFT duties, including time of service on the Negotiations Team and steward activities, shall be reported by each member, in the manner and on the forms as directed by the member's leader, reflecting the time used with the payroll code appropriate for AFT.

## ARTICLE 32 Coaching and Corrective Action, Right to Representation and Due Process

### Section 1. Coaching and Corrective Action

The purpose of this Article is to establish WSU expectations and guidance for addressing unmet Employment Expectations for all Employees. Nothing in this Article shall be construed as changing the Employment at Will status of an Employee and it is not intended to limit WSU's ability to take any level of corrective action, up to and including Separation from employment.

### Section 2. Defined Terms

For purposes of this Article, the terms set forth in this Section 2 shall have the following meaning:

- A. **Coaching and/or Corrective Action:** Any type of Coaching or Corrective Action identified in this policy, including verbal coaching, coaching plan, written corrective action, final corrective action, or Separation initiated by Leadership.
- B. **Employment at Will:** An employment relationship that continues at the discretion of both WSU and the Employee whereby WSU can separate an Employee for any reason at any time, and likewise, an Employee can voluntarily separate employment for any reason at any time. Employment at Will does not preclude compliance with any state or federal law or other WSU policies.
- C. **Employment Expectations:** The competent, satisfactory, and acceptable performance of duties and functions of the job while exhibiting professional behaviors consistent with WSU's values, policy, procedures, and applicable laws. Unmet Employment Expectations may include but are not limited to unacceptable performance, unacceptable behavior, violation of WSU Policy or law, and/or misconduct.
- D. **Leadership:** Any individual designated by WSU with authority to supervise an Employee.
- E. **Separation:** Separation initiated by Leadership or by the Employee to end the employment relationship with WSU, or when an Employee is absent from work for three (3) consecutive workdays and fails to properly notify Leadership.
- F. **WSU Policy:** Any written guidelines of WSU or the Kansas Board of Regents as found in, but not limited to, the Kansas Board of Regents Policy Manual and the WSU Policies and Procedures Manual.

### Section 3. When Coaching or Corrective Action May Be Administered

The WSU is committed to providing an environment that encourages and assists Employees in meeting Employment Expectations. Employees should seek direction and assistance from Leadership as necessary to ensure Employment Expectations are met. Failure by an Employee to meet Employment Expectations may result in Coaching and/or Corrective Action up to and including Separation from employment that is initiated by Leadership. All Coaching and Corrective Action

decisions shall be unbiased, non-retaliatory, and non-discriminatory. All discipline and corrective actions shall be subject to the provisions of the grievance procedure contained in this Agreement.

#### Section 4. Types of Coaching and Corrective Actions

Coaching and/or Corrective Action can be a supportive measure or a corrective measure, both of which are intended to identify and address issues of performance and/or conduct in the workplace. The determination of whether a supportive or corrective measure is used is made on a case-by-case basis, taking into consideration the nature and severity of the incident(s), previous performance, previous Coaching and/or Corrective Action, and other relevant factors, and may involve any, or a combination of the following. All Coaching and/or Corrective Actions shall be subject to the provisions of the grievance procedure contained in this Agreement.

- A. **Verbal Coaching (supportive measure).** A verbal coaching is a conversation with an Employee to address minor or initial unmet Employment Expectations. Leadership should keep a record of verbal coaching, including the date and the concerns communicated. Examples of a record might include a follow-up e-mail or notes of the conversation.
- B. **Coaching Plan (supportive measure).** A coaching plan is a documented plan between Leadership and the Employee to address and correct minor or initial unmet performance-related Employment Expectations. Coaching plans may include training or other measures to support Employees in developing skills, enhancing productivity, or overcoming a performance-related concern. Coaching plans are not typically suitable for behavior-related concerns. A Coaching Plan form is available via the HR Forms Index.
- C. **Written Corrective Action (corrective measure).** A written corrective action is a written document provided to the Employee to address repeated failures of an Employee to meet Employment Expectations, or an initial incident of unmet Employment Expectations of a more serious nature. A Corrective Action Memo shall be used to issue a written corrective action and should be reviewed by HR prior to delivery. The Corrective Action Memo is available via the HR Forms Index.
- D. **Final Corrective Action (corrective measure).** A final corrective action is a written document provided to the Employee to address repeated failures of an Employee to meet Employment Expectations after the imposition of prior Coaching and/or Corrective Action, or for initial unmet Employment Expectations that involve unacceptable behavior and/or misconduct of a more severe nature. Final corrective action should be regarded as the final opportunity to meet Employment Expectations and should be reviewed by HR prior to delivery. A Corrective Action Memo shall be used to issue a final corrective action and is available via the HR Forms Index.
- E. **Separation Initiated by Leadership.** Separation initiated by Leadership may be used when an Employee fails to meet Employment Expectations after the imposition of prior Coaching and/or Corrective Action, or for initial unmet Employment Expectations that involve unacceptable behavior and/or misconduct of a severe or pervasive nature. A Separation should be reviewed by HR prior to taking action, and must be taken in accordance with the procedures in Policy 3.41 / Separation of Employment. A Separation

of Employment Notice form is available via the HR Forms Index.

#### Section 5. Confidentiality of Records.

Leadership must ensure all records relating to any supportive or corrective measures are maintained in a confidential manner and are not accessible to unauthorized individuals.

#### Section 6. Right to Representation

The representation provided in this Article does not include coaching (i.e. meetings or discussions between an Employee and his or her supervisor for the purpose of instruction, performance feedback, coaching, or verbal warnings) or investigatory interviews. The representation afforded in this Article is in accordance with Article 32 ("Steward System") of this MOA.

WSU retains the right to immediately place an Employee on administrative leave if the situation warrants such action. The Employee shall receive a written statement including details for this action.

WSU will provide the Employee 24 hours advance notification for meetings that may or will result in corrective action (i.e. written or final warnings) or separation of employment. This notification will include advisement that the Employee is entitled to representation if they so choose. The Employee may have one steward attend the meeting. If a steward is not available within the 24 hours, the parties may mutually agree to an extension of time. The twenty-four (24) hour provision shall be based on WSU business days.

The function of the steward will be to consult with the Employee prior to the meeting. The steward and the Employee may consult prior to responding to a question during the meeting, but the Employee shall provide responses. The steward shall not intervene or otherwise interfere with the meeting. The Employee and/or the steward may ask for a short break at any time during the meeting.

When a steward participates as a representative of an Employee during the interview/meeting, the stewards' participation shall be considered as time worked; but only to the extent of hours permitted in accordance with Article 31 ("Steward System") of this MOA.

The Employee may not request a steward who is the subject of the same investigation or a witness to the incident under investigation.

#### Section 7. Separation of Employment

When a determination to separate employment is made, the Employee shall receive a written document which details the reason for the separation.

Members of the represented unit may appeal a separation of employment utilizing the Grievance Procedure outlined in Article 33 ("Grievance Procedure").

## **ARTICLE 33 Grievance Procedure**

### Section 1. Purpose.

Some issues that arise in the workplace can be resolved using informal means through routine communication with the immediate supervisor and if necessary, others in the chain of command. In those instances where issues are not able to be resolved informally, Employees may utilize the grievance procedure. The grievance procedure is for those in the Appropriate Unit and shall not be used to prevent, limit or delay appropriate coaching corrective action and/or separation of employment.

Time limits in the process set forth should be followed to ensure a timely review of the grievance.

NOTE: The procedure for incidents involving sexual misconduct, sexual harassment, relationship violence, stalking and/or discrimination are addressed in WSU policy and those policies supersede the procedure outlined in this Article.

### Section 2. General Requirements

- A. Parties, as referred to in this Article, are the Employee and the employer.
- B. This grievance procedure shall be the method for settling a dispute arising from the interpretation of or the application of the provisions of this MOA.
- C. Steps One, Two, and Three may be used for all grievances.
- D. Step Four is limited to grievances of final written warnings and separation of employment.
- E. Employees may represent themselves, have an AFT Local 6405 representative, or select another representative of their choosing to represent them throughout this procedure. The representative shall be permitted to attend grievance meetings with the Employee.
- F. All grievance resolutions shall be in accordance with the terms of this MOA. No private agreements between Employees and the employer are permitted.
- G. Days, as used in this Article, shall be WSU business days.
- H. Time limits, as designated in this Article, may be adjusted by mutual agreement of the parties.
- I. Discussion of grievances between the parties and representative, if applicable, shall take place at such times in such places as the parties mutually agree.
- J. At each step of the grievance procedure described below, the Employee shall ensure the appropriate information is completed on the Grievance Form.
- K. The Chairperson of the Grievance Review Board in Step Four will be mutually agreed upon

by WSU and AFT.

- a. Such agreement on a Chairperson shall occur within 30 calendar days from the approval of this MOA, or the date of the Chairperson vacating the position.
  1. If at that time an agreement cannot be reached, WSU and AFT will each submit two (2) individuals for consideration and the Head of Human Resources and the President of AFT will be present for the random selection of a Chairperson.
  2. If the selected Chairperson needs to vacate the position for any reason, the Head of Human Resources and the President of AFT will follow the process indicated in Section 1. K. a. of this Article.
- b. The Chairperson shall be compensated at a flat rate per grievance not to exceed \$400.00, or if necessary, an amount that is mutually agreed upon. WSU and AFT shall split the flat rate expense.

## Section 2. Procedure

### Step One: Immediate Supervisor

An Employee shall complete the Grievance Form and submit to their immediate supervisor within fourteen (14) days of the event causing the grievance, or within fourteen (14) days of the Employee's knowledge of its occurrence.

The immediate supervisor shall meet with the Employee and the representative, if applicable, within seven (7) days from the date the grievance is filed in an attempt to resolve the issue. The immediate supervisor may consult with any appropriate persons in efforts to resolve the grievance. The immediate supervisor shall utilize the Grievance Form to provide a written response to the Employee within seven (7) days following the meeting. The written response shall include and be based on all information that is specific and relevant to the grievance.

### Step Two: Department Head

If the grievance is not resolved at Step One, the grievance may be advanced in writing by the Employee to the Department Head. The Employee has seven (7) days from the date of the response, or the date the response was due to ensure the appropriate steps are complete on the Grievance Form and submit for review. The written grievance should also include any written response provided by the immediate supervisor in Step One.

The Department Head, or designee, shall meet with the Employee and their representative, if applicable, to discuss the grievance and attempt to resolve the matter. Within seven (7) days following the meeting, the Department Head or designee shall provide a written response to the Employee on the Grievance Form. The written response shall include and be based on all information that is specific and relevant to the grievance.

### Step Three: Head of Human Resources

If the grievance is not resolved at Step Two, the grievance may be advanced in writing by the Employee to the Head of Human Resources. The Employee has seven (7) days from the date of the response, or the date the response was due to ensure the appropriate steps are complete on the Grievance Form and submit for review. The written grievance should also include any written response provided by the Immediate Supervisor in Step One and the Department Head in Step Two.

The Head of Human Resources, or designee, may request to meet with the Employee and their representative, if applicable, to discuss the grievance and attempt to resolve the matter. Within seven (7) days following the meeting, the Head of Human Resources, or designee, shall provide a written response to the Employee on the Grievance Form. The written response shall include and be based on all information that is specific and relevant to the grievance.

For all grievances other than a final written warning or separation of employment, Step Three is the final step within the WSU Grievance Procedure.

### Step Four: Grievance Review Board

If the grievance is for a final written warning or a separation of employment and did not resolve at Step Three, it may be advanced in writing by the Employee, or the Employees' representative with the Employee's permission, to the Grievance Review Board.

The Employee has seven (7) days from the date of the Step Two, or Step Three response, or the date the Step Two or Step Three response was due, to submit a written grievance to the Head of Human Resources or their designee. The Employee should submit the Grievance Form with the appropriate information in Step One, Two, Three and Four. The Employee should also provide contact information for anyone with relevant information to the facts of the grievance, should the Grievance Review Board wish to contact those parties. The Head of Human Resources will deliver the written grievance to the Chairpersons mentioned in Section 1 K within five (5) days of the Employee's submission. The Head of Human Resources shall notify the AFT President and Chief Steward on the day that the grievance has been delivered.

The Grievance Review Board shall be comprised of:

#### A. Administrative:

1. Chairperson – (Non-Voting) The chairperson shall be the individual described in Section 1 K, above.

#### B. Voting:

The Grievance Review Board shall contain three voting members selected as follows:

1. One voting member shall be chosen by the Employee who has submitted the grievance. This person shall be any full-time Employee from WSU, excluding Faculty. This voting member can be employed in a supervisory role.

2. One voting member shall be chosen by the Department Head of the Employee who has submitted the grievance. This person shall be any full-time employee from WSU, excluding Faculty. This voting member can be employed in a supervisory role.
3. Both of these members shall be chosen within five (5) days of the Employee's submission in Step Four.
4. The third voting member shall be chosen by the other two selected voting members. The third voting board member shall be a full-time employee chosen from WSU, excluding Faculty.
5. In the event the other two selected voting members cannot mutually agree upon a third voting member within the five (5) days following their selection, the chairperson shall have three (3) days to designate the third voting member.

The Grievance Review Board Chairperson will set a time and place for the initial board meeting to review the submitted grievance information. The time and place of the initial review shall be within five (5) days of the formation of the board.

The Grievance Review Board has fourteen (14) days from the initial board meeting to further review and research the submitted information, if needed. During this time period, the board may choose to interview the employee or witnesses as necessary to clarify the information submitted.

The Chairperson shall facilitate the review of the grievance information submitted by the Employee. This shall include but is not limited to scheduling the board for meetings, coordinating interviews, if any, distributing the grievance information and arranging for the collection of additional information.

The board shall vote on the requested outcome. A final decision is made by majority vote. The board shall have the authority to affirm, reverse, or modify a previous decision of a final written warning or separation of employment.

The Chairperson shall ensure a written response with the decision is provided to the Employee within fourteen (14) days from the initial meeting by completing the Grievance Form.

The Grievance Review Board shall be the final step within Wichita State University for grievance review regarding a final written warning or separation of employment.

## **ARTICLE 34 Policy and Procedures**

### Section 1. Website.

Policies and procedures pertaining to the work and conduct of employees will be available to Employees on the WSU website (Policies and Procedures).

### Section 2. Bulletin Board.

WSU shall make policies and procedures available on their website as well as bring attention to changes by posting such notices on the Human Resources' bulletin board. Such notices will be emailed to the AFT Local President using the WSU provided email address [AFTLocalPres@wichita.edu](mailto:AFTLocalPres@wichita.edu). WSU shall maintain and update 3 binders which will include the AFT MOA and all WSU policies and procedures. Binders will be located in the Physical Plant Buildings A, B, and D in high traffic areas.

### Section 3. Supremacy.

KBOR Policies, applicable State of Kansas Statutes and Regulations, and WSU Policies and Procedures will be observed by all employees, including those represented by AFT, unless otherwise provided for in this MOA. Neither WSU Policies and Procedures, nor the AFT Agreement may supersede state and federal laws.

## **ARTICLE 35 Bulletin Boards**

### Section 1. Designation of Bulletin Boards.

Certain bulletin boards will be designated for use by AFT for posting official notices of AFT meetings and other AFT functions.

### Section 2. Location of Bulletin Boards.

Bulletin board space will be provided by WSU in the following locations: Physical Plant Buildings A, B, and D, and Shocker Hall.

If the physical locations of bulletin boards outlined previously in this section will no longer be accessible to Employees, WSU shall relocate them to another high traffic area. Buildings located on WSU property where Employees are assigned to work, but not owned by WSU will be asked to allow bulletin boards. Bulletin boards will be provided if such permission is granted.

### Section 3. AFT Responsibilities.

AFT agrees:

- That the 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 Head of Human Resources or a designated representative. Such approval shall not be unreasonably denied;
- To accomplish all postings of new notices and removal of obsolete notices;
- To ensure that all notices are signed by an officer of AFT or an officer of the Local; and
- To ensure that all notices are in good taste and do not contain anything that would reflect unfavorably upon WSU or any employee.

## **ARTICLE 36 AFT Representatives**

### Section 1. Permitted On Site.

Representatives of AFT assigned to WSU in writing by the Association shall be permitted to come on the premises of WSU for the purpose of union meetings, representation of Employees, investigating, and discussing grievances or alleged violations of this MOA with the steward and the Employees they represent. Authorization to do so must first be obtained from the WSU head of Human Resources or a designated representative. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If notification of the visit of the AFT representative occurs at a time when the head of Human Resources is not available, then the AFT representative shall notify the head of Human Resources as soon as feasible after the visit.

### Section 2. Stewards

AFT representatives and/or officials shall work through their stewards to bring concerns of Employees to the attention of supervisors and/or WSU Head of Human Resources or designated representative.

**ARTICLE 37**  
**Use of WSU Internal Mail System**

Section 1. Internal Mail System Unavailable.

WSU operates an internal mail system for the delivering of mail on its campus. Court rulings limit the use of this system to the delivery of mail stamped with U.S. Postage and internal WSU mail. The Private Express Statutes prevent WSU from delivering the Association's mail over postal routes. The system is not available to AFT and WSU will not deliver unstamped mail.

Section 2. Use of Bulletin Boards.

AFT may communicate with its membership by use of assigned bulletin boards in accordance with Article 35 ("Bulletin Boards") of this MOA and by use of email.

## **ARTICLE 38**

### **AFT Meeting and Use of Facilities**

#### **Section 1. AFT Leadership Meetings**

The second Thursday of each month shall be designated as AFT leadership meeting day.

- (a) The AFT officers (President, Vice President, and Secretary-Treasurer) and the Chief Steward and Line Stewards may meet for one hour on the second Thursday of each month. AFT Officers and Stewards will notify supervisor(s) of the meeting with no less than 24 hours advance notice. Officers and Stewards on second shift will not be required to report to work prior to meeting. As this time is not in paid status, Officers and Stewards must notify their immediate supervisors in advance and make arrangements to agree on how to make up time spent in these meetings.
  
- (b) The meetings shall begin at 3:00 p.m.

#### **Section 2. AFT Bargaining Unit Meetings and Membership Meetings**

AFT may utilize three (3) AFT meeting days per year for meetings for the entire bargaining unit. AFT shall notify the Head of Human Resources in writing thirty (30) days in advance for an entire bargaining unit meeting, at which time, Human Resources will provide notification to the appropriate department head(s). A minimum of ten (10) calendar days advance notice will be provided for membership meetings that do not include the entire bargaining unit.

- (a) WSU shall cooperate and adjust the work schedule of the Employees to permit their attendance, however AFT recognizes that certain Employees may not be excused because their services are considered by management to be essential to WSU operations.

#### **Section 3. AFT State Representatives and Officials on Campus**

- (a) When AFT State Representatives and officials visit the WSU campus to investigate and/or discuss matters of a serious nature, the AFT Representatives shall notify the Head of Human Resources, or their designee. AFT may use designated meeting spaces at the Physical Plant or they may schedule a meeting room at the Rhatigan Student Center through the reservation department. Such meetings shall be limited to resolving the particular matter.

Reserving and using meeting space at WSU shall be coordinated by local AFT representatives employed by WSU. WSU has provided instruction to AFT regarding the reservation number to call.

**ARTICLE 39**  
**Parking**

WSU shall continue to have the right to determine the purposes for which its physical facilities shall be used, including parking.

**ARTICLE 40**  
**Check-Off of AFT Dues**

Check-off of membership dues, as authorized by K.S.A. 75-5501(b) will be in accordance with the payroll deduction program, and any subsequent changes, developed by the Division of Accounts and Reports, Department of Administration.

## **ARTICLE 41 Safety**

### Section 1. Safety is a Priority.

The safety of employees is of mutual concern. AFT will cooperate with WSU in encouraging Employees to observe applicable safety rules and regulations and to attend safety meetings when held by WSU to inform Employees on safe work habits and safety rules. Every reasonable effort will be made to comply with applicable federal, state, and local laws, rules and regulations. All Employees shall be alert to any unsafe conditions and promptly report such to their supervisor.

### Section 2. Hazardous Materials.

Employees will be notified of all potentially hazardous/toxic materials known to WSU 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.

### Section 3. Investigation and Correction.

Supervisors shall see to the prompt investigation and correction of unsafe conditions. If the supervisor is unable to correct the condition, it shall be referred to the environmental health and safety leader of the applicable department. In the event the unsafe condition is not corrected, the Employee may follow the WSU Policy and Procedure manual to resolve the matter.

## **ARTICLE 42**

### **Pay Plan and Forms of Compensation**

#### Section 1. Pay Plan

Wages for Employees will be in accordance with the WSU market-based compensation program. Proposed changes will be implemented as funding is available. When the state appropriates funds for pay increases such increases will be implemented accordingly.

#### Section 2. Discounts and Memberships

WSU will continue to publicize memberships and discounts applicable to being an employee of the State of Kansas and a member of the WSU community.

#### Section 3. Annual Meet and Confer

In accordance with Article 47 ("Savings Clause") and the Kansas Public Employer-Employee Relations Act the parties shall meet and confer on issues regarding pay plan on an annual basis. Such meet and confer shall be consistent with any constraints imposed by applicable law and budget.

#### Section 4. Pay Increase

Employees will receive a one-time two percent (2%) wage increase, made retroactive effective June 9, 2024, subject to:

- A. Ratification of this MOA;
- B. Percentage increase is paid following MOA ratification;
- C. Percentage increase is inclusive of the one percent (1%) wage increase effective June 9, 2024; and
- D. Percentage increase is inclusive of the market-based pay compensation increase effective June 9, 2024.

Employees whose wages are less than \$15.25 per hour as of December 7, 2024, will receive an hourly wage increase to \$15.25 per hour effective December 8, 2024.

The new minimum starting rate for all Employees hired on or after December 8, 2024, will be \$15.03 per hour.

**ARTICLE 43**  
**Uniform & Uniform Allowance**

Section 1. Uniforms

Professionalism in service delivery is of mutual benefit. A professional appearance is an important element and as such, WSU shall, provided funds are available to furnish the following to all members of the bargaining unit:

One (1) shirt on an Employee's first day, and five (5) shirts or three (3) shirts and three (3) pants;

Three (3) to five (5) shirts and one (1) pair of pants annually thereafter, based on budget availability.

Section 2. Uniform Allowance

If a supervisor requests that an Employee have specific safety shoes, WSU will reimburse each impacted Employee up to one hundred and fifty dollars (\$150) per year as an allowance.

## **ARTICLE 44 Impasse Procedure**

### Section 1. Mediation Prior to Declaration of Impasse.

If, in the course of meet and confer meetings, either WSU or AFT concludes 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 receipt of notice, the other party may submit, in the interest of compromise, a counterproposal. Failure to submit a counterproposal within the five (5) days will constitute joint agreement to proceed with mediation. If, after discussion between the parties of a counterproposal, 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. Declaration of Impasse.

If an impasse in negotiations is declared by either party, the parties will follow the steps outlined in K.S.A. 75-4332.

**ARTICLE 45**  
**No Strike or Lockout**

Section 1. Work Stoppage Prohibited.

During the term of this MOA, AFT, its agents and Employees, individually or collectively, directly or indirectly, shall not authorize, instigate, aid, or engage in any work stoppage, slowdown, sickout, refusal to work, or picketing while on duty, or participate in a strike against WSU. Strike means an action taken for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment, through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.

Section 2. AFT Responsibilities.

AFT recognizes that in the event of a work stoppage, AFT has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage.

Section 3. Lockout Prohibited.

WSU and its administration and management employees, individually or collectively, directly or indirectly, shall not authorize, instigate, aid or engage in any lockout of Employees. Lockout means action taken by WSU to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees, for the purpose of coercing the employees into relinquishing rights guaranteed by the provisions of K.S.A. 75-4321, et seq.

**ARTICLE 46**  
**Approval of this MOA**

This MOA shall be submitted for approval in order, as follows:

- Local negotiating team's tentative agreement process;
- Ratification process by AFT membership;
- Wichita State University President;
- Kansas Board of Regents; and
- Kansas Secretary of Administration.

If approved, this MOA, or specific provisions thereof, will be submitted for other approvals as may be required by law.

**ARTICLE 47**  
**Savings Clause**

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

**ARTICLE 48**  
**Duration, Termination, Notice and Signatures**

Section 1. Effective Date.

This MOA, once approved in accordance with Article 46 ("Approval of this MOA"), shall become effective on the Effective Date.

Section 2. Term.

This MOA shall remain in effect for a period of three (3) years from the Effective Date. The entire MOA shall be automatically renewed from year-to-year thereafter unless either party shall notify the other pursuant to Section 4 of its intent to terminate or modify this MOA. Such notice shall be provided between November 1 and December 15 in the year prior to the applicable Expiration Date.

Section 3. In Effect During Meet and Confer.

If meet and confer is reopened under this paragraph, all provisions of this MOA shall remain in full force and effect during any such re-opener. Meet and Confer meetings shall begin not more than ninety (90) days after said notice is received, or by a date mutually agreed upon by both parties.

Section 4. Notices.

Any time by which notice is required by this MOA, said notice shall be given by certified mail and electronic mail to the head of Human Resources, with copy to the General Counsel for Wichita State University to:

Office of Human Resources  
Wichita State University  
1845 Fairmount Ave.  
Wichita, Kansas 67260-0015  
[hr.servicecenter@wichita.edu](mailto:hr.servicecenter@wichita.edu)

Office of General Counsel  
Wichita State University  
1845 Fairmount Ave.  
Wichita, Kansas 67260-0205  
[General.counsel@wichita.edu](mailto:General.counsel@wichita.edu)

Any time by which notice is required by this MOA, said notice shall be given by certified mail and electronic mail to Local 6405, with copy to AFT Kansas to:

AFT Local 6405  
1300 S.W. Topeka Blvd  
Topeka, Kansas 66612  
[Aft6405wsu@gmail.com](mailto:Aft6405wsu@gmail.com)

AFT Kansas  
PO Box 618  
Mission, Kansas 66202  
[Rhobert@aftks.org](mailto:Rhobert@aftks.org)

Section 5. Electronic Signatures.

The parties agree that this MOA may be signed with electronic signatures. Whenever either Party executes an electronic signature on this MOA, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The Parties agree that neither Party will, at any time

in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

**REMAINING PAGE LEFT BLANK. SIGNATURE PAGES TO FOLLOW.**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

**STATE OF KANSAS  
WICHITA STATE UNIVERSITY**

**AMERICAN FEDERATION OF TEACHERS  
LOCAL 6405**

U Wischard 9.17.24  
ASSOCIATE VP CULTURE AND CHIEF HUMAN  
RESOURCES OFFICER DATE

Steven Roster 09-17-24  
LOCAL 6405 CHAPTER PRESIDENT DATE

[Signature] 9/18/2024  
PRESIDENT DATE

[Signature] 9/18/24  
LOCAL 6405 KANSAS PRESIDENT DATE

Aaron Mitchell 9/18/2024  
VICE PRESIDENT FINANCE & ADMINISTRATION DATE

[Signature] 9-17-24  
LOCAL 6405 TEAM MEMBER DATE

[Signature] 9-17-24  
GENERAL COUNSEL DATE

Loren Mueller 9-17-24  
LOCAL 6405 TEAM MEMBER DATE

**KANSAS BOARD OF REGENTS**

**STATE OF KANSAS  
DEPARTMENT OF ADMINISTRATION**

[Signature] 9/18/24  
CHAIR DATE

[Signature] 09-23-2024  
SECRETARY OF ADMINISTRATION FOA DATE

**FIRST ADDENDUM TO MEMORANDUM OF AGREEMENT  
Between State of Kansas, Wichita State University  
and American Federation of Teachers Local 6405**

This First Addendum to Memorandum of Agreement ("Addendum"), effective upon the date of the last signature of the parties identified on the Signature Page of this Addendum ("Effective Date"), as approved by the Kansas Department of Administration and updated in accordance with Kansas Personnel Statutes and Regulations, is hereby entered into between the State of Kansas, Wichita State University ("WSU"), and the American Federation of Teachers Local 6405 ("AFT") (collectively "Parties").

WHEREAS, the WSU and the AFT have previously entered into a Memorandum of Agreement, effective September 23, 2024 ("MOA"), outlining wages, hours, and terms and conditions of employment; and

WHEREAS, pursuant to Section 3 of Article 42, Pay Plan and Forms of Compensation of the Pay Plan of the MOA, the Parties have held their annual meeting and conferred on issues regarding the pay plan and reached an agreement as to pay for Employees, as defined in the MOA, for the 2025-2026 fiscal year ("FY 26").

NOW, THEREFORE, upon their signature, the Parties to this Addendum agree as follows:

**1. Market-Based Adjustment for Employees Below Minimum of the Pay Range.**

Employees, as defined in the MOA, who are employed prior to March 29, 2025 and their base wage as of March 29, 2025 is below the minimum of their respective FY26 pay range, shall receive a one-time market-based pay adjustment, effective June 8, 2025, to bring their base wage to the minimum of their current pay range for their classification. This pay adjustment shall be paid to the Employee beginning on the Employee's July 3, 2025 paycheck.

**2. Market-Based Adjustment for Prioritized Custodian Position**

All Employees, as defined in the MOA, who are classified in the Custodian position as of March 29, 2025, shall receive a one-time wage adjustment, effective June 8, 2025, to bring their base wage to the next quartile of the established pay range for their classification. This pay adjustment shall be paid to the Employee beginning on the Employee's July 3, 2025 paycheck.

**3. General Pay Increase for Non-Market Adjusted Employees**

All Employees, as defined in the MOA, who did not receive a market-based adjustment equal to or greater than two percent (2%) for FY26, shall receive a one-time pay increase equal to the amount to bring them to a two percent (2%) base wage increase for FY26. This pay adjustment shall be effective June 8, 2025 and shall be paid to the Employee beginning on the Employee's July 3, 2025 paycheck.

**4. New Minimum Starting Rate**

The new minimum starting rate for all Employees hired on or after June 8, 2025, will be \$15.33 per hour.

**5. No Other Modifications**

All other provisions of the original Memorandum of Agreement remain unchanged and in full force and effect unless explicitly modified herein.

**6. Electronic Signatures and Counterparts.**

The Parties agree that this Addendum may be signed with electronic signatures. Whenever either Party executes an electronic signature on this MOA, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The Parties agree that neither Party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding. This Addendum may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original but all such counterparts shall together constitute one and the same instrument. Delivery of an executed Addendum by one Party to any other Party may be made by electronic mail, and the Parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**Remainder of page. Signature page to follow.**

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

STATE OF KANSAS  
WICHITA STATE UNIVERSITY

AMERICAN FEDERATION OF TEACHERS  
LOCAL 6405

V. Whisenant 6/12/25  
ASSOCIATE VP CULTURE AND  
CHIEF HUMAN RESOURCES OFFICER  
Vicki Whisenant

Steve Ricker 07-24-25  
LOCAL 6405 CHAPTER PRESIDENT  
Steve Ricker

R. D. Muma 6/13/25  
PRESIDENT  
Richard D. Muma

Paul H. [Signature] 16/16/25  
LOCAL 6405 KANSAS PRESIDENT  
AFT

David Miller 6/13/25  
SENIOR VICE PRESIDENT  
FINANCE & ADMINISTRATION  
David Miller

Loren Mueller 7/24/25  
LOCAL 6405 TEAM MEMBER

Stacia G. Boden 6/16/25  
GENERAL COUNSEL  
Stacia G. Boden

[Signature] 7/28/25  
LOCAL 6405 TEAM MEMBER

KANSAS BOARD OF REGENTS

STATE OF KANSAS  
DEPARTMENT OF ADMINISTRATION

B. V. [Signature] 8-4-25  
CHAIR

Adam C. Proffitt 08-05-2025 TDD  
SECRETARY OF ADMINISTRATION