

**EMPORIA STATE UNIVERSITY
MEMORANDUM OF AGREEMENT**

Between the

STATE OF KANSAS

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
Local 1357, Kansas/Missouri Council 61, AFL-CIO

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MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this first (1st) day of January, 2015, at Emporia, Kansas, pursuant to K.S.A. 75-4321 et seq; or any amendments thereto, by and between the State of Kansas, Emporia State University, hereinafter referred to as the "University", and the Emporia State Employees, Local 1357, Kansas/Missouri Council 61, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PURPOSE OF THIS AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of K.S.A. 75-4321 et seq. or any amendments thereto, in order to provide for orderly and constructive employment relations in the public interest, and in the interest of the employees hereby covered and the University.

ARTICLE I UNION RECOGNITION

The Employer recognizes the Union as the exclusive representative of the employees in the appropriate unit for the purpose of meeting and conferring and the settlement of grievances. This Agreement relates only to those employees of the University in the position classifications listed in this Article. The appropriate unit shall INCLUDE all eligible service and maintenance employees of Emporia State University in position classifications listed below, or in subsequent classifications crosswalked to the classifications below, as certified by the Kansas Public Employer Relations Board in Case 75-UCA-I-1989, dated August 10, 1988, holding permanent or probationary status within an established full or part time position upon original appointment, reemployment, promotion, transfer, or reinstatement in accordance with provisions of State Department of Administration Administrative Regulation 1-7-4, but shall EXCLUDE all other employees of Emporia State University not specifically included below and shall also EXCLUDE all employees in the appropriate unit serving on temporary, seasonal or student basis or in supervisory, management or confidential capacity.

POSITION CLASSIFICATION IN THE APPROPRIATE UNIT SHALL BE:

Building Systems Technician	Laboratory Educational Technician
Carpenter Sr.	Landscape Technician
Custodial Specialist	Mechanic
Electrician & Electrician Sr.	Painter Sr.
Equipment Mechanic	Photographer
Equipment Op. & Equipment Op. Sr.	Power Plant Operator Sr.
Facilities Specialist	Printer Specialist & Printing Svc Coord
GMRT & GMRT Sr.	Ref. & A/C Serv. Technician
Plumber & Plumber Sr	Storekeeper Specialist
	Welder

The Union shall represent all employees in the aforesaid appropriate unit covered by the Memorandum of Agreement fairly and without discrimination in meet and confer sessions and in any other matters for which the Union is the exclusive representative of the appropriate unit as a result of its certification.

The University agrees to notify the Union of classification changes affecting the appropriate unit.

Disputes between the parties concerning the composition of the appropriate unit shall be submitted to the Public Employee Relations Board for resolution.

**ARTICLE 2
MANAGEMENT RIGHTS**

Nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the University to manage and operate its facilities; direct the work of its employees: hire, promote, demote, transfer, assign and retain employees in positions with the University; suspend or discharge employees for proper cause; maintain the efficiency of the 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 the University; and to determine the methods, means and personnel by which operations are to be carried on. It is further agreed that the foregoing enumeration of the rights of the University shall not be determined to exclude other rights not specifically enumerated and that the enumerated rights and other inherent rights of management may be exercised during the terms of this Agreement without further meet and confer proceedings.

Nothing in this Memorandum of Agreement is intended to supersede federal or state law. The provisions of this Article shall not be used to limit the Union's legal obligation to represent the employees covered under the terms of this Agreement.

**ARTICLE 3
NON-DISCRIMINATION**

The University and the Union agree that all decisions with reference to employment (including, but not limited to, selection, discipline, promotion or termination) will be made without regard to age, race, ethnicity, national origin, color, religion, sex, gender, gender identity or expression, marital status, parental status, veteran status, sexual orientation, genetic information, disability status, or any other factors which cannot lawfully be considered, to the extent specific by applicable federal and state laws. Bona fide occupational qualifications will not be considered for race or color, and will only be considered for other protected classifications on a case by case basis as permitted by law.

The University and the Union agree that neither will interfere with, restrain, or coerce any employee in the exercise of the employee's right to become or not become member of the Union.

**ARTICLE 4
WAGES**

Section 1. Pay Plan. The University and the Union agree that each employee in the appropriate unit of the University shall be compensated in accordance with provisions of the University Support Staff Pay Plan and the administration of the Plan shall be in accordance with state and federal laws and requirements.

The University reserves the right, as provided in K.S.A. 76-715a, to amend the Pay Plan from time to time as it may determine to be necessary.

The University agrees to discuss with the Union any change in the Pay Plan as it may affect employees in the appropriate unit of the University, prior to the implementation of such change.

Section 2. Regulations. The University agrees to furnish to the Union access, electronic or otherwise, the most current University Support Staff policies.

Section 3. Salary Step Progression. Each employee, at each and every interval when eligible for consideration for any merit salary step increase, shall be granted said increase in accordance with University policy, unless the latest service rating is "unsatisfactory".

Section 4. Suspension of Provisions. If sufficient funds are not appropriated through the University budgeting and approval process, by the University itself, the Kansas Board of Regents, the Kansas Legislature or the Governor's office, University Support Staff, the University will not be obligated to comply with the provisions of this Section.

ARTICLE 5
HOURS OF WORK

Section 1. Workweek - Workday. The normal workweek for all full-time University Support Staff employees in the appropriate unit shall be forty (40) hours each workweek. The work week begins at 12:01 a.m. Sunday and ends at 12:00 midnight Saturday.

The normal workday for all full-time University Support Staff employees in the appropriate unit shall be eight (8) hours in a nine (9) hour period within a twenty-four (24) hour period. Employees will not be required to work consecutive shifts or split shifts on a permanent basis, but may be required to do so during emergency situations.

Section 2. Work Schedule. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift assignments. Work schedules for employees in the appropriate unit will be posted on departmental bulletin boards. The work schedules will show employee position number, work days and hours of work. The University will provide fourteen (14) calendar days notice to the Union and affected employees prior to making changes in work schedules. The Union may request to discuss any changes in work schedules with management.

The University reserves the right to adjust the work schedules of employees in the appropriate unit for the duration of a period of emergency declared by the President of the University or the President's authorized representative.

Section 3. Class Schedules. All employees in the appropriate unit taking University courses shall, whenever possible, schedule the courses outside the normal workday. Employees will attend work-related workshops and training session during normal work hours with no loss of pay. Employees required to attend workshops and training sessions outside of regular work hours will be paid for the actual time in attendance and travel time for those held outside of Emporia.

All employees within the appropriate unit are limited to enrolling in one course of academic work at the University per academic semester which requires attendance during the employee's normal work schedule. Hours funded through the University Tuition Assistance Program do not have to be rearranged within the work week and will be considered as time worked.

**ARTICLE 6
OVERTIME**

Section 1. Definition. Overtime is defined as all hours worked which exceed forty (40) hours in a workweek.

Section 2. Rate of Compensation. Overtime for eligible employees shall be compensated for all hours worked in excess of forty (40) hours in workweek at one and one-half (1.5) times the regular straight time hourly rate of pay. This rate shall not be applicable to holiday pay when a holiday is worked, or to any call-in or call-back hours not actually worked. Employees may request time off with pay instead of the overtime payment. In lieu of paying an eligible employee at the time and a half rate for overtime worked outside the current workweek, the employer may give the employee the option of compensatory time off, at the rate of one and a half hours off for each hour of overtime worked. If, in the employer's opinion, there is no available overtime funding, the employee will receive compensatory time off at the rate of one and a half hours off for each hour of overtime worked. The president of Local 1357 will be contacted prior to implementation and use of mandatory compensatory time. Mandatory compensatory time will be utilized only through the completion of a fiscal year.

Regular scheduled hours shall not be reduced to deny an employee eligibility for overtime compensation. When an employee resigns or is otherwise separated from employment, the University shall compensate the employee for all accumulated compensatory time.

Section 3. Distribution of Overtime. The University reserves the right to schedule overtime work as may be required. Such overtime shall be distributed fairly and as equitably as possible among employees capable of performing the work in their respective departments and job classifications.

A record of overtime for each employee will be made available by the appropriate department head when requested in writing by the employee and/or the President of the Union.

In the event of a non-emergency outside normal working hours, an attempt will be made to notify the employees as far in advance as possible. If only a limited number of employees are needed, volunteers will first be asked to work. If enough volunteers are not secured, then qualified individuals with the least seniority will be required to work the overtime on a rotating basis using the seniority list. If more than enough volunteers are secured, then the overtime will be assigned to the qualified individuals with the most seniority on a rotating basis until all qualified persons on the list have been assigned to work overtime, then the overtime assignments will rotate back to the most senior and qualified person on the list. If an employee volunteers to work overtime but finds it necessary to request to be excused and is subsequently excused from that overtime assignment, the employee will have used his or her turn on the seniority rotation.

In the event of an emergency declared by the President of the University, or the President's designated representative, and for its duration, the University reserves the right to suspend the above policy on the distribution of overtime.

**ARTICLE 7
MEAL AND REST PERIODS**

Section 1. Meal periods. All full-time employees of the appropriate unit will receive an unpaid, duty-free meal period of at least one-half (.5) hour, or, at the University's discretion, a paid meal period in those situations where qualified relief is necessary and not available. The University will attempt to schedule the meal period at approximately the middle of each shift period. In emergency situations, a supervisor may delay or interrupt the meal period until relief from another employee may be obtained.

Section 2. Rest Periods. Whenever it is feasible, work schedules of all full-time employees in the appropriate unit shall provide for a twenty (20) minute rest period during each one-half(.5) shift. The rest period shall be scheduled near the midpoint of each one-half(.5) shift period. In emergency situations, the supervisor may delay the rest period until relief from another employee may be obtained.

Exceptions to this policy are those employees who work one continuous eight (8) hour shift, where it would not be feasible to supply relief. This exception pertains to those positions in the power plant designated by the department head. These employees are allowed an opportunity during their regular work schedules to take their rest periods when the work load permits.

Section 3. Meal and Rest Period Time. Meal periods and rest periods will, within established time limitations, commence upon departure from and conclude upon return to the job site. Employees may not elect to forgo meal periods and/or rest periods for the purpose of accruing time off.

Section 4. Meal and Rest Period Allowance For Overtime Work. If an employee is requested to work two (2) hours or more beyond the employee's regular shift, the employee shall be entitled to a paid thirty (30) minute meal period at the appropriate rate of pay at the beginning of the eleventh (11th) hour, or sooner if possible. Thereafter, the employee who continues working overtime shall receive a paid thirty (30) minute meal period at the appropriate rate every four (4) hours from the time of the previous meal period. Employees shall receive a fifteen (15) minute rest period at or near the midpoint between these meal periods.

Exceptions to this policy are those employees who work one continuous eight (8) hour shift. This exception pertains to those positions in the power plant designated by the department head.

**ARTICLE 8
CALL IN AND CALL BACK
STANDBY**

Section 1. Call in and Call back. Employees who are called in to work on a regular day off or called back to work after a regular work schedule shall be paid at the appropriate rate of pay for the hours worked. Except as noted below, such employees shall be paid for a minimum of two (2) hours. The minimum of two hours shall not apply if an employee is on stand-by when called in or called back, nor shall it apply if an employee is called in or called back during the two (2) hour period immediately prior to the beginning of an employee's next regularly scheduled work shift. Only the hours actually worked shall be credited in determining eligibility for overtime compensation.

Section 2. Stand by. Every employee placed on stand by as defined in Kansas Administrative Regulation 1-5-26 shall be compensated at the rate of one dollar per hour for each hour the employee serves on stand by status.

**ARTICLE 9
LEAVES**

Section I. Annual leave. The schedule of annual leave earnings and accumulation for employees in the appropriate unit is as follows:

USS employees earn and accumulate annual leave privileges as follows:

Non-Exempt Employees Vacation Leave Table

Hours in Pay Status Per Pay Period	Hours Earned Per Pay Period
0 – 9	0.0
10 – 19	1.0
20 – 29	2.0
30 – 39	3.0
40 – 49	4.0
50 – 59	5.0
60 – 69	6.0
70 – 79	7.0
80	8.0

Exempt Employee Vacation Leave Table

Appointment FTE	Hours Earned Per Pay Period
.75 – 1.00	8.0
.5 - .749	6.0
.25 - .499	4.0
Less than .25	2.0

Employees working less than full-time shall earn vacation and accumulate leave credits on a proportional basis to the amounts shown in this subsection. Any modifications by the Kansas Board of Regents or Kansas Legislature to leave accruals will be communicated to the local President.

Annual leave will normally be granted when requested by the employee as set out in Article 11, Section 5. Official state holidays occurring during the annual leave period of an employee will reduce the number of annual leave days charged to the employee. If an employee, while on annual leave, becomes sick or disabled which would qualify the employee to normally be granted sick leave, the employee may elect to substitute such days as sick leave rather than annual leave after securing approval from the appropriate department head.

Section 2. Sick leave. Part 1. Sick leave -General. Employees in the appropriate unit will be credited and accumulate sick leave at the rate of three and seven-tenths hours per biweekly payroll period while in pay status. Each employee wishing to use sick leave shall request its use in the form prescribed by the University. A medical certificate from an attending physician may be required by the appropriate division director to establish that an employee is entitled to use sick leave under the circumstances of the request. Except in instances where the University reasonably believes abuse of sick leave exists, such statement shall not be required for illness if the leave was less than three (3) consecutive days.

Sick leave with pay shall be granted only for illness or disability, including pregnancy, childbirth, miscarriage, abortion and recover therefrom, experienced by an employee or a member of an employee's family when illness or disability reasonably requires the employee to be absent from work; for the employee's or family member's personal appointments with a physician, dentist, or other recognized health practitioner; for the adoption of a child by an employee or initial placement

of a foster child in the home of an employee, when the adoption or placement reasonably requires the presence of the employee; or for the legal quarantine of the employee.

The term "employee's family" for purpose of this section shall include spouse, children (including stepchildren), grandchildren, parents (including step or foster parents) and grandparent of the employee or spouse, as well as minors residing in the employee's residence as a result of a court proceeding pursuant to the Kansas Code for care of children or the Kansas Juvenile Offenders Code.

Part 2. Sick leave -- Retirement Compensation. Employees in the appropriate unit retiring following completion of eight (8) or more years of service who have accumulated eight hundred (800) or more hours of sick leave shall be compensated for a portion of the accumulation pursuant to the provisions of K.S.A. 75-5517 et seq.

Section 3. Mandatory Sick Leave. In the event the University reasonably believes that an employee cannot perform assigned duties because of illness or disability and the employee refuses or fails to apply for sick leave, the University may require the employee to use sick leave, and upon exhaustion of sick-leave may require use of any accumulated annual leave. If the employee has exhausted all sick leave and accumulated annual leave, the employee may utilize accumulated compensatory credit or the University may grant the employee leave without pay as provided in the State Department of Administration Administrative Regulation 1-9-6(c).

The University in mandatory sick leave situations may require a written release from an attending physician before an employee is allowed to return to work and perform all requirements of the employee's position. The University may also require an employee to undergo a further examination by a physician designated by the University and at the University's expense, to confirm the ability of the employee to return to work and perform all requirements of the employee's position.

Section 4. Jury Duty. Employees in the appropriate unit who are required to serve on jury duty shall receive benefits pursuant to K.A.R. 1-9-8.

Section 5. Bereavement Leave. Employees in the appropriate unit shall be granted up to six days leave with pay upon the death of a close relative.

The length of service of the employee, the employee's relationship with the deceased, the day of the funeral, and necessary travel time shall be among the factors considered in determining the number of days of funeral leave. In no event shall funeral leave with pay exceed six (6) working days.

The term "close relative" for the purpose of this Section includes spouse, children, (including stepchildren), spouses of children (including stepchildren), parents (including step or foster parents), brothers and sisters (and their spouses), grandparents and grandchildren of the employee or spouse, and minors residing in the employee's residence as a result of a court proceeding pursuant to the Kansas Code for care of children or the Kansas Juvenile Offenders Code. Bereavement leave for others may be granted, taking into account the relationship to the deceased, as approved by the Human Resources (HR) Director.

When an employee requests time off for a funeral of someone other than those mentioned above, the employee may be granted annual leave for the funeral. If the employee has no annual leave, the employee may be granted leave without pay.

Section 6. Military Reserve or State or National Guard leaves. Any employee in the appropriate unit who is a member of a reserve competent of the military service of the United States or in the state or national guard, shall be granted leave of absence with pay to attend annual active duty for training with such component for a period, or periods, not to exceed a maximum of twelve (12) working days in any calendar year.

Section 7. Union Business Leave. A permanent employee in the appropriate unit may request a leave of absence, without pay, to accept a full-time union position to which appointed or elected. A request for such a leave of absence of a at least one monthly payroll period but not more than one year shall be submitted to the employee's immediate supervisor at least fifteen (15) working days prior to the commencement date of the desired leave period.

An employee shall be eligible for this leave only if the employee has been employed by the University for a minimum of three (3) uninterrupted years immediately prior to the proposed leave period.

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

Section 8. Leave of Absence Without Pay. An employee in the appropriate unit may request a leave of absence, without pay. Such leave requests shall be processed in the same manner as annual leave requests in Article 11, Section 5.

A leave of absence without pay will be granted in accordance with State Department of Administration Administrative Regulation 1-9-6 provided that, in the opinion of the University, the granting of such leave will have no adverse effect on University operations. An employee who is granted a leave for less than a full monthly payroll period will have no break in the accumulation of seniority.

ARTICLE 10
GENERAL PROVISIONS

Section 1. Performance Review. Each employee in the appropriate unit who has been reviewed shall receive a copy of the review. No change shall be made on the review forms retained by the University after a copy has been given to the employee.

Unit employees holding permanent status may appeal a performance review rating. During the appeal of a performance review rating by a permanent employee, the employee may be represented by a Union steward, if the employee so desires. Employees holding temporary or probationary employment status do not have the right to appeal a review. However, a unit employee serving a probationary period as a result of promotion or reinstatement has a right to appeal a performance review rating. Appeal proceedings will be observed in accordance with University policy.

Section 2. Rules and Regulations. General rules and regulations pertaining to the performance of work and conduct of employees will be developed by the University and posted on the Office of Human Resources website. Such rules and regulations, and changes to the rules and regulations, will be reasonable and will not be inconsistent with the provisions of this Memorandum of Agreement. Sufficient copies of the rules and regulations will be made available to the Union when requested for posting on the bulletin boards made available for Union use. Any changes in the rules and regulation will be electronically communicated and posted on the University website for a minimum of five working days before the new rules and regulations would go into effect. It is understood that employees in the appropriate unit agree to observe and adhere to the rules and regulations of the University insofar as they do not conflict with the provisions of this Memorandum of Agreement. Employee reprimands will be conducted in private.

Section 3. Job Studies. If there is a substantial change in the duties and responsibilities assigned to a position in the appropriate unit at the University, the employee, the employee and the Union, the supervisor, or the department head may request that consideration be given to reclassifying the position. The employee holding such a position will be required to describe in writing and in detail all position duties and responsibilities and provide a copy to the immediate supervisor, and the Union if the employee so desires, for review. The supervisor will note comments on what the employee has written, attach said comments to the employee's information and forward to the department head in a timely fashion. The department head may make any additional comments as necessary and forward all documents to the Office of Human Resources with a recommended classification change in a timely fashion. The recommendation will be reviewed and additional information requested if necessary for the Office of Human Resources. The Office of Human Resources will make the determination regarding reclassification of a position, as allowed in K.S.A. 76-715a. If the Office of Human Resources determines the position should be reclassified, the reclassification determination will be forwarded to the Vice President for Administration and Fiscal Affairs. If the Vice President for Administration and Fiscal Affairs determines a lack of funds for the reclassification, every effort will be made to adjust the position's duties. If appropriate funding is available, the position will be reclassified to the class title determined by the Office of Human Resources. If no change is recommended, the Office of Human Resources will state in writing the reasons for such a determination.

Section 4. Distribution of the Memorandum of Agreement. The University shall make available to the Union one copy of this Agreement for each employee of the appropriate unit. Stewards shall be authorized to distribute copies of the Memorandum of Agreement to employees of the appropriate unit during nonworking hours. The cost of production shall be split between the employer and the Union.

Section 5. Personnel File. Employees in the appropriate unit will be granted permission to review their official personnel file upon request. Any employee, or an individual designated by the employee when authorized in writing by the employee, may review the employee's official personnel file, maintained in the Office of Human Resources. All material upon which a disciplinary action or performance evaluation is based shall be included in the employee's official personnel file. Notes maintained by a supervisor may be offered as evidence in disciplinary matters, if provided to the employee in advance of the hearing.

The review of an employee's official personnel file will be made by appointment in the Office of Human Resources. A copy of any materials placed in an employee's file shall be furnished on request of the employee involved by the Office of Human Resources.

Section 6. Work Performed Out of Classification. Employees in the appropriate unit shall not be assigned duties outside of the official class specification of their classification on a frequent or continuous basis.

In the event of an emergency declared by the President of the University, or the President's designated representative, the University reserves the right to suspend this provision.

Section 7. Job Descriptions. The University will make available to employees in the appropriate unit a copy of their individual job description upon written request to the Director of Human Resources, Employees in the appropriate unit may review a copy of their official classification specification in the Office of Human Resources.

Section 8. Break Rooms. The University will provide employees in the appropriate unit with break rooms in the Physical Plant, Morse Hall and Towers Complex , and the Health, Physical Education, and Recreation (HPER) building, dependent upon the availability of space and equipment, as determined by the University.

Section 9. Out-of-Town Trips. Employees in the appropriate unit shall be notified as soon as possible in advance of out-of-town trips, except in the event of an emergency.

Section 10. Leave Slips. Employees in the appropriate unit shall normally receive their copy of request for leave slips with disposition indicated, by the end of the working day following the day the leave slips were submitted.

Section 11. Union-Management Meetings. The parties agree to hold Union-Management meetings in accordance with the following provisions:

1. The purpose of the meetings shall be:
 - A. To discuss the administration of the Agreement.
 - B. To disseminate general information of interest to the parties.
 - C. To promote improved relationships between the parties.
2. Meetings shall be held upon mutual agreement of the parties, at a mutually agreed upon date, time and location.
3. The Union shall be allowed to designate three (3) employee representatives and a non-employee representative to attend such meetings. University employees so designated shall be granted time off with pay to attend such meetings.
4. Items to be included on the agenda for the Union-Management meetings are to be submitted at least five (5) days in advance of the scheduled dates, if at all possible.

Section 12. Holidays. Employees in the appropriate unit shall receive compensation for the following legal holidays when approved by the Governor:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas

Other days as may be designated annually by the Governor as holidays for the State service shall be considered holidays for employees in the appropriate unit. Employees in the appropriate unit will receive credit for any discretionary day authorized by the Governor.

Holidays will be administered in accordance with K.A.R. 1-9-2.

Section 13. New Employee Orientation. New employees of the University who are members of the appropriate unit shall participate in an orientation program within sixty (60) days after initial employment with the University. The purpose of the program shall be to familiarize the new employee with the University and the conditions of employment which pertain to the new employee's position or assignment.

The University agrees to provide to the Union a list of all new employees of the University who are members of the bargaining unit within thirty (30) days of the employee's initial employment with the University.

ARTICLE 11
SENIORITY AND APPLICATIONS OF SENIORITY

Section 1. Definition. Seniority means an employee's length of service with the State of Kansas in an established position since the employee's date of employment. The University and the Union agree that upon completion of the probationary period, employees in the appropriate unit shall be credited with seniority in accordance with the provisions of State Department of Administration Administrative Regulation 1-2-46.

An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) calendar days, and seniority accumulation shall resume when the employee properly returns to full-time work at the end of such leave, with the following exceptions;

- (a) An employee's seniority accumulation shall continue during any period an employee is on approved leave without pay due to work-related injury or illness.
- (b) An employee's seniority shall accumulate without interruption during military leave, in accordance with applicable state and federal statutes.

An employee's seniority shall terminate if an employee:

- (a) Quits or resigns.
- (b) Is discharged for cause.
- (c) Is laid off for a period of one (1) year or more.
- (d) Is on unauthorized absence from work for a period of five (5) working days. Failure to report may be deemed as resignation under the provisions of State Department of Administration Administrative Regulation 1-11-1. The Office of Human Resources will mail the employee's last known address a certified letter setting out this information and specifying a date, time and place for a response as to why the employee should not lose seniority and why such absence should not be considered resignation. It is the responsibility of the employee to keep the Office of Human Resources informed as to the employee's latest address and telephone number.
- (e) Has been promoted or transferred outside the appropriate unit.
- (f) Accepts other employment outside state service during an approved leave.

Section 2. Seniority Lists. Seniority lists covering employees in the appropriate unit shall be brought up to date and posted on appropriate bulletin boards at the end of each fiscal year. It is the employee's responsibility to bring any discrepancy to the attention of the Office of Human Resources within thirty (30) calendar days after the list is posted. Copies shall be furnished the local Union President, stewards and Council office.

Seniority lists shall contain the name of the employee, position number and date of hire. Departmental designation will be determined by the University administration.

Section 3. Application. Department seniority shall be defined as an employee's service in a department. Determination of seniority shall be based upon the posted seniority lists, which are subject to correction as per Section 2.

In all applications of seniority for job transfers and vacation scheduling, seniority will be used as a determining factor. Determination of seniority shall be as recorded in existing Office of Human Resources records.

Section 4. Transfer. Seniority will be used in position and shift assignments of employees in the same classification in all departments of the appropriate unit as outlined below:

- (a) Position assignment preference and shift preference of qualified employees will be considered as openings occur, provided the employees are capable of carrying out in a satisfactory manner the job responsibilities of the position.
- (b) The employee will make a request for the change, in writing, to the department head with a copy to the Office of Human Resources. If the transfer is approved, the employee may not request another transfer for at least six (6) months.
- (c) Changes under this Section shall not require a probation period.

Section 5. Vacation Schedule. Department seniority shall prevail when the University schedules vacations for employees in the appropriate unit. Employees wanting to take annual leave shall apply in advance to the appropriate immediate supervisor for such leave as follows:

<u>Leave Requested</u>	
<u>Notice</u>	
More than 5 days	5 Working days
3 to 5 days	2 Working days
1 to 2 days	1 Working day
Emergency	on notification to supervisor

Section 6. Job Posting. The University will post all job vacancies on the human resources website, and announced via email, as they are posted by the Office of Human Resources, indicating the classification title, pay grade, work schedule or shift, if other than the regular day shift Monday-Friday, and organizational unit or department.

ARTICLE 12 VISIT BY UNION REPRESENTATIVE(S)

The Employer is aware of the Union's need at certain times to contact employees in the appropriate unit during their regularly scheduled working hours. The Employer and the Union agree the following visitation policy will be observed by non-employee Union representative(s) in fulfilling the Union's obligation to represent unit employees. This policy is adopted to ensure proper notifications and approvals when work schedules are to be interrupted by visit of the non-employee union representative. In order to fulfill this need, with a minimum of inconvenience, the following regulations shall apply:

- (1) All non-employee Union representative(s) interested in making contact with an appropriate unit employee will first call at the Office of Human Resources to arrange for such contact.
- (2) The Director of Human Resources will notify the appropriate administrator of the non-employee Union representatives impending visit and the appropriate unit member(s) with which a contact is planned. Such notification should eliminate the possibility of an embarrassing situation developing for both the Employer and the non-employee representative(s).
- (3) Arrangements for all non-employee Union representative(s) to contact appropriate unit employee(s) during working hours must be made with the Office of Human Resources each time such contact is to be made. Such arrangements shall include a mutually agreeable area that is private and free from monitoring.
- (4) All Union contacts by non-employee Union representative(s) with employee(s) within the appropriate unit shall be accomplished only after the employee is relieved for such purpose.
- (5) Unit employees, including Union officers and representatives, shall not conduct any activity or Union business on University time except as specifically authorized by the provisions of this Agreement.
- (6) A non-employee Union representative shall make a written request to the Director of Human Resources three days prior to attendance at a step 3 grievance meeting as set out in Article 14 if the employee desires more than one representative at the step 3 grievance meeting.

**ARTICLE 13
BULLETIN BOARDS**

The University and the Union are in agreement that the Union shall have space for the posting of notices regarding Union meetings and other Union functions. The University agrees to provide bulletin boards in University buildings on the University campus. These bulletin boards will be glass-covered, and a locking mechanism will be provided. The President of the Union will be provided a key to the bulletin boards, as well as the Director of Human Resources. All notices being posted by the Union on these bulletin boards, shall be kept in a neat, orderly manner, and obsolete notices removed. The bulletin boards will be used for the posting of notices of meetings, notice of election of officers and the Union financial statement. These notices must be signed by an officer of the Union before being posted. All other notices will be initialed and approved by the Director of Human Resources or designated representative. In no case shall the Director of Human Resources unreasonably deny requests for posting material. No political campaign literature shall be posted on bulletin boards designated for Union notices. All notices posted will be in good taste and will not contain items that would reflect unfavorably upon the University or any employee.

Bulletin boards will be located in the following buildings:

1. Just inside of the Towers Complex employees' lounge
2. Residential Life employees' lounge
3. Physical Plant lobby
4. Power Plant
5. Plumb Hall- Interior of supervisor office
6. HPER Building
7. Lower level Physical Plant -- Truck Area
8. Memorial Union Business Office

**ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Definition. A grievance shall be written statement containing description of an unresolved complaint or dispute involving the interpretation and/or application of a provision(s) of this Memorandum of Agreement.

Section 2. Complaint/Dispute Resolution Procedure. An employee or an employee and appropriate representative having a complaint or dispute concerning provisions of this Agreement may seek to resolve such matter informally by contacting the employee's immediate supervisor, department/division heads, Office of Human Resources, etc. Such informal means is to occur within five (5) working days of the incident leading to the complaint or dispute. Employees and supervisors should make every effort to resolve complaints or disputes informally.

Failing resolution of a complaint or dispute by informal means, an employee or an employee and appropriate representative may elect to prepare a grievance statement in accordance with Section 3 below, and initiate grievance review proceedings under Section 4.

Section 3. Grievance Statement. The grievance statement shall identify applicable issue(s), the date the incident or alleged violation took place, specific section(s) of the Agreement relating to the grievance, alleged facts and conditions stated in reasonable detail which support the aggrieved employee's position, and the relief sought.

The grievance statement is to be prepared on a mutually agreed upon form furnished by the Union and presented to the aggrieved employee's supervisor not later than fourteen (14) working days from the date the incident leading to the grievance occurred.

Section 4. Grievance Procedure. The following grievance procedure will be observed for the consideration of conditions cited in the Grievance Statement. This grievance procedure does not apply to employees in the appropriate unit holding probationary or conditional employment status as defined under Article 1.

Step 1. The aggrieved employee(s) or the aggrieved employee(s) and appropriate representative may complete the Grievance Statement in accordance with provisions of Section 3 above, following unsuccessful resolution of a complaint/dispute by informal means, and present same to the aggrieved employee's immediate supervisor within fourteen (14) working days of the incident leading to the grievance. The immediate supervisor shall review and discuss the grievance with the aggrieved employee or the aggrieved employee and appropriate representative, and transmit a written decision to the employee within four (4) working days from the date on which the written grievance was submitted.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee or the aggrieved employee and appropriate representative may appeal to the appropriate unit director within five (5) working days after the Step 1 decision is due. The unit director shall investigate the grievance, and discuss it with the aggrieved employee or the aggrieved employee and appropriate representative in an attempt to resolve the issue(s) of concern. The unit director

may affirm, reverse or modify the supervisor's decision, and shall provide the aggrieved employee with a written decision within five (5) working days of the date on which the written grievance was submitted at Step 2.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee or the aggrieved employee and appropriate representative may appeal to the division director and the appointing authority within five (5) working days after the Step 2 decision is due. The division director and the appointing authority shall investigate the grievance, and discuss it with the aggrieved employee or the aggrieved employee and appropriate representative in an attempt to resolve the issue(s) of concern. The division director and appointing authority may affirm, reverse or modify the unit director's decision, and shall provide a written decision to the aggrieved employee or the aggrieved employee and appropriate representative within ten (10) working days of the date on which the written grievance was submitted at Step 3.

Section 5. Arbitration. If the aggrieved employee or the aggrieved employee and appropriate representative finds the University's decision at Step 3 to be unacceptable, the employee or the aggrieved employee and appropriate representative may request a hearing before an arbitrator. If an unresolved grievance is not submitted to arbitration within fifteen (15) working days of the date of the response in Section 4, Step 3, it shall be considered resolved. An arbitration hearing will be arranged in accordance with the following procedures.

(a) A representative chosen by the employee and a representative of the University shall meet within ten (10) working days of the date of the written appeal of the grievance to arbitration, for the purpose of selecting all impartial arbitrator. If the parties are unable to agree on an impartial arbitrator within the ten (10) working day period, the parties, acting jointly, shall request the Public Employee Relations Board for a list of five (5) persons, each qualified to act as an impartial arbitrator. The University and the employee shall determine by lot the order in which they will strike names, and thereafter each shall in that order alternately eliminate one name until only one name remains on the list, and that person shall be the arbitrator.

(b) The cost of the arbitrator and expenses of the hearing shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it may cause such record to be made at their own expense. Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator. The arbitrator shall only have jurisdiction to determine compliance with provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding to the parties to the Agreement. The arbitrator shall endeavor to reach a decision within thirty (30) working days of the arbitration hearing.

Section 6. Time Limits. Working day time limits expressed in the procedure are exclusive of Saturdays, Sundays and holidays. Grievances not appealed within the designated time limits in any step of the grievance/arbitration proceedings will be considered as having been resolved on the basis of the last preceding University decision. Grievances not answered by the University within defined time limits in any step of the grievance procedure may be appealed to the next step, providing such appeal is initiated within the defined period.

Extension of time limits at any step in the procedure may be allowed through mutual agreement. Such extension of time is to be confirmed in writing.

Section 7. Grievance Processing. Stewards and grievants will be permitted to process grievances during regularly scheduled hours of employment in accordance with Article 15. Processing grievances shall be defined as investigating and attending any step meetings and/or hearings regarding grievances. Only one (1) steward will be in pay status for any one grievance. When possible, a steward will request time away from the work station from the appropriate supervisor for the processing of grievances twenty- four (24) hours prior to the desired time.

Section 8. Application. Nothing in this Article or elsewhere in this Agreement applies to matters of demotion, dismissal, suspension, performance evaluation rating, or any other subject, where appropriate appeals procedures are established under appropriate Kansas Statutes or administrative regulations.

ARTICLE 15
STEWARD SYSTEM

Section 1. Steward Recognition. The University agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards selected from among employees in the appropriate unit, will not exceed one chief steward and four (4) line stewards. It is agreed that the Union in appointing such stewards does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization.

Section 2. Specific Procedures. The Union agrees to provide the University a current list of stewards and alternate stewards, designating the area of the appropriate unit in which each serves as a steward. The Director of Human Resources will be notified immediately in writing when a new steward is replacing one of the designated stewards. The chief steward is not restricted to any area in performing steward functions, as long as such services are rendered solely within boundaries of the appropriate unit.

(a) The function of the line steward is to serve as a Union point of initial contact and information for all employees in the appropriate unit. Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or disputes directly related to the work situations of employees in the area of the appropriate unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean no more than three (3) hours per pay period for all grievance handling in the area. The chief steward shall be allowed up to an additional three (3) hours per pay period to investigate grievances. The steward is permitted to discuss the problem with the employee immediately concerned and, if appropriate, to attempt to achieve settlement with supervisory personnel involved. Before attempting to act on any employee grievance arising out of the interpretation or application of this memorandum of agreement, the steward will insure that the employee has discussed the matter with the employee's supervisor. During discussions prior to an official grievance, the steward may be present during the discussion between employee and supervisor, if other management staff member(s) are present. Before leaving his post, the steward will request permission of his immediate supervisor, and advise him: (1) that his absence involves union business, and (2) the location to which he is going.

(b) It is understood that the work and service provided by the University are the primary concern. Thus, requests for absences on Union business will be evaluated by the supervisors in light of the assigned work of affected employees and the conditions existing at the time. If the supervisor feels that he cannot excuse the steward at the requested time, he should advise the steward of the time he may be excused. On arriving at his destination, the steward will seek out the person in charge, and advise him of: (1) the purpose of his visit and (2) the name of the employee he wishes to see. The supervisor will normally make the employee available. If the employee is not available because of work demands, the supervisor will inform the steward when the employee will be available.

Section 3. Limitation of Use of Time Off. It is agreed that the time off during working hours granted to the stewards will not be used for discussing any matters connected with the internal management and operation of the Union; the collection of dues or assessments; the solicitation of membership; campaigning for elective office in the Union; the distribution of literature; or the solicitation of grievances or complaints.

Section 4. Permission to Leave Work Assignment. An employee desiring to leave his post to discuss an appropriate matter with a steward will obtain prior permission from his supervisor.

Section 5. Grievance File. The steward involved in a grievance shall receive a copy of all grievance responses.

**ARTICLE 16
CHECK-OFF OF UNION DUES**

The University agrees to the deduction of Union dues from employee payroll warrants, upon receipt of written authorization signed by the employee, from the Union. Employees shall have the right to authorize or cancel such deductions at the beginning of any payroll period, with thirty (30) days notice, except that the authorization shall remain effective a minimum of one hundred eighty (180) days. Deduction cards shall be provided by the Union, upon request by an employee. Should an employee elect to discontinue automatic payroll deductions for dues, the employee must provide a letter to the university requesting such, and copying the Union.

The Union dues deduction shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement, health insurance, life insurance, and any other deductions required by law. Deductions shall be in such amounts as shall be certified to the University in writing by the authorized representative of the Union.

All employee payroll deductions will be governed by current or subsequent requirements of the State of Kansas Office of Financial Management or its equivalent.

Deductions for any calendar months shall be remitted to such address designated by the Kansas/Missouri Council #61, AFL-CIO.

**ARTICLE 17
SAFETY AND ISSUES**

Section 1. Campus Safety and Issues. Safety is of mutual concern to the University and the Union on behalf of employees. The University agrees to endeavor to comply with applicable federal, state, or local safety laws, rules, and regulations to the best of its ability. The Union agrees to cooperate with the University in encouraging employees to observe applicable safety and security rules and regulations.

Section 2. Union-University Safety and Issues Committee. A joint Union-University Safety and Issues Committee, composed of two members designated by the President to represent the University, three employees selected by Local 1357 to represent unit employees, and the Environmental/Life Safety Manager who shall be chairperson, will exist to advance campus safety and other issues.

The Chairperson of this joint committee shall call a meeting monthly, or as necessary, and shall be charged with making proposals for improvement in safety and security of all buildings, grounds and personnel. All meetings will be held during regular scheduled hours of employment and all joint Union-University Safety and Issues Committee members will receive their regular rate of pay while in attendance at said meetings.

This committee shall have the responsibility of reporting to the President of the University, or the President's designated representative, who shall make every reasonable effort to comply with the recommendations of the committee.

Section 3. Staff Communication. It is agreed that the University shall provide employees working alone after regular working hours with a two-way communications device. Such employees will be required to call the University Police and Safety Office every thirty (30) minutes. If the employee fails to make such a call, the University police officer on duty will make certain of the employee's safety by causing a person-to-person check to be made.

ARTICLE 18
NO STRIKE OR LOCK OUT

The Union agrees that its officers, agents, representatives, or its appropriate unit members individually or collectively, directly or indirectly, will 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 the University. 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.

The Union recognizes that in the event of a work stoppage, the Union 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. The Union will make public statements in the mass media urging employees to return to work immediately.

The University, its administration and management employees, individually or collectively, directly or indirectly, agree not to authorize, instigate, aid or engage in any lock out of employees in the appropriate unit. Lockout means action taken by the University 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 19
APPROVAL OF THE BOARD OF REGENTS
STATE FINANCE COUNCIL AND THE LEGISLATURE

This Memorandum of Agreement shall be subject to the approval by the Board of Regents and the Secretary of Administration. Further, the parties agree that any provision of this Memorandum of Agreement which requires passage of legislation for its implementation shall be submitted to the Legislature at its next regular session, and if approved shall become effective on date specified by the Legislature.

ARTICLE 20
SAVINGS CLAUSE

If any provision of this Agreement is found to be or is subsequently declared by proper Judicial Authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of the Agreement. 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 21
LEAVE FOR NEGOTIATIONS

The University agrees to allow up to 3 (three) bargaining unit representatives, designated by the bargaining unit, time off without loss of pay or leave for the purpose of negotiating successor agreements.

**ARTICLE 22
DURATION AND TERMINATION**

This Memorandum of Agreement shall become effective on the first day of the month following approval by the Secretary of Administration, except for those provisions of the agreement which state herein, or otherwise by law require the approval of the Governor or the legislature. This memorandum of agreement shall remain in effect for a period of three years. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days nor more than ninety (90) days prior to the anniversary date, that they desire to amend, modify or terminate this Agreement, as the case may be. If notice to modify or amend is given, it shall contain a statement of the changes desired, and meet and confer sessions shall begin not later than thirty (30) days prior to the anniversary date. All articles and/or sections of the agreement shall be considered to be continued during the meet and confer process if not noticed for modification during the meet and confer process, and shall be included in any successor agreement

In the event that either party desires to terminate this Agreement, written notice must be given by registered or certified mail at least ten (10) days prior to the anniversary date.

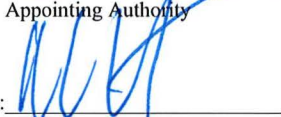
IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____.

Emporia State University
Board of Regents
State of Kansas

American Federation of State, County, and
Municipal Employees, Kansas/Missouri Council #61
AFL-CIO, Local 1357


by: 
Appointing Authority

by: 
Union Representative

by: 
President

by: 
President

by: 
Chairman, Board of Regents

by: 
Meet and Confer Team Member

by: 
Secretary of Administration

