

*Memorandum of Agreement
between*

**Pittsburg State University
and
AFT Kansas**

**Service and Maintenance
Employees**

July, 2011 with USS edits 4/9/2014

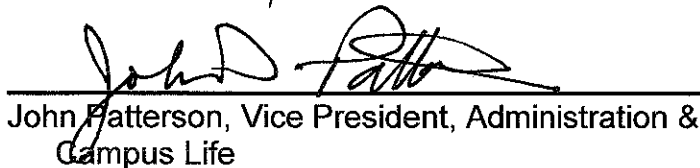
This document has been updated with modifications following the conversion of PSU Civil Service Employees to University Support Staff as approved by the Kansas Board of Regents on March 12, 2014. Changes will be effective Fiscal Year 2015. Modifications have been approved by the Unit. See also the Summary of Modifications at the end of this document.



Tim James, AFT-Kansas Local President

4-10-14

Date



John Patterson, Vice President, Administration & Campus Life

4/9/14

Date

Table of Contents

Article 1 - Preamble	5
Article 2 - Purpose of Memorandum of Agreement	5
Article 3 - Recognition	5
Article 4 – Non-Discrimination	6
Article 5 – Employee Rights	7
Section 1 - Generally.....	7
Section 2 – Right to Join or Not Join an Employee Organization.....	7
Section 3 – Employee Discipline and Right to Representation	7
Section 4 – Length of Service	8
Section 5 – Personnel Records.....	9
Section 6 – Employee Rehabilitation.....	11
Article 6 – AFT Kansas Rights	12
Section 1 - AFT Kansas Dues Deductions	12
Section 2 – AFT Kansas Stewards and Representatives	12
Section 3 – Use of Facilities	14
Section 4 – Bulletin Boards	14
Section 5 – Right to Information	14
Section 6 – New Hire Orientation.....	15
Article 7 – Management Rights	16
Article 8 – Hours and Work	17
Section 1 - Workweek.....	17
Section 2 – Overtime, Compensatory Time and Additional Hours	17
Section 3 – Schedule Changes.....	18
Section 4 – Shift Differential.....	18
Section 5 – Clean-Up Time	19
Section 6 – Summer Hours.....	19
Article 9 – Wages and Benefits	20
Section 1 – Pay Plan.....	20
Section 2 – Health Insurance	20
Section 3 – Life Insurance.....	20
Section 4 – Call-In and Call-Back.....	20
Section 5 – Stand-By	21
Section 6 – Longevity Pay.....	21
Section 7 – Acting Assignments.....	21
Section 8 – Position Reclassification.....	22
Article 10 – Leaves	23
Section 1 - Vacations	23
Section 2 – AFT Kansas Leave.....	24

Section 3 – Sick Leave.....	24
Section 4 – Funeral Leave	26
Section 5 – Jury Duty Leave	27
Section 6 – Job Injury Leave.....	27
Section 7 – Leave Without Pay	28
Section 8 – Transfer of Leave Credits	29
Section 9 – Time Off for Voting	29
Article 11 – Holidays	30
Article 12 – Safety.....	31
Section 1 - Generally.....	31
Section 2 – Safety Policies.....	31
Section 3 – Safety Committee.....	31
Section 4 – Safety Equipment.....	31
Section 5 – Hazard Communication Program	31
Section 6 – CPR Training.....	32
Section 7 – Medical Examinations.....	32
Section 8 – Record Keeping.....	32
Section 9 – Hazardous Materials	32
Section 10 – Pro-Active Safety Measures	32
Article 13 – Training	33
Section 1 – Employee Training and Development Program	33
Section 2 – Tuition Reimbursement	33
Article 14 – Grievance Procedure.....	34
Article 15 – Miscellaneous	36
Section 1 – Rest Periods.....	36
Section 2 – Meal Breaks	36
Section 3 – Shift Preference.....	37
Section 4 – Travel Reimbursement	37
Article 16 – Labor Management Meetings.....	38
Article 17 – Savings Clause	38
Article 18 – Closing Clause.....	38
Article 19 – Approval of the Board of Regents, State Finance Council, Department of Administration and the Legislature.....	38
Article 20 – Duration and Termination	39

ARTICLE 1 - PREAMBLE

This Agreement is entered into by and between Pittsburg State University, an agency of the State of Kansas, hereinafter referred to as "PSU" or the "University," and the Kansas Association of Public Employees, doing business as AFT Kansas, AFL-CIO, hereinafter referred to as "AFT Kansas."

ARTICLE 2 - PURPOSE OF MEMORANDUM OF AGREEMENT

Pursuant to K.S.A. 75-4321 et seq, the purpose and intent of this Agreement is to contribute to and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests, to reduce to a minimum the causes of employee relations disputes, and to provide a written memorandum of understanding arrived at between PSU and AFT Kansas addressing certain conditions of employment.

ARTICLE 3 - RECOGNITION

Pursuant to an election conducted on March 24, 1989 and certified by the Public Employee Relations Board in Case No. 75-UDE-1-1989, PSU recognizes KAPE (now doing business as AFT Kansas) as the exclusive representative of the employees in the appropriate unit for the purpose of meeting and conferring and the settlement of grievances as provided in K.S.A. 75-4324.

Employees included in the appropriate unit shall be those persons employed in the following classifications*:

- Custodial Specialist
- Custodial Supervisor Senior
- Electronics Technician Senior
- Equipment Mechanic Senior
- Equipment Mechanic Specialist
- Equipment Operator Senior
- Facilities Specialist
- General Maintenance and Repair Technician Senior

* Classes listed include all levels in the series.

Employees excluded from the appropriate unit shall be all supervisory, administrative or confidential employees of the employer in classifications included in the unit as agreed to by the parties or determined by the Public Employee Relations Board, and all other PSU employees.

The University agrees to notify the AFT Kansas State Federation President when it approves classification actions affecting the appropriate unit.

Questions by either party concerning the composition of the appropriate unit may be submitted to the Public Employee Relations Board.

ARTICLE 4 - NON-DISCRIMINATION

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

PSU and AFT Kansas agree that there shall be no coercion, harassment, or discrimination against employees because of membership in or association with the activities of AFT Kansas or lack thereof or because of participation in any grievance, complaint or other proceeding as set forth in this Agreement or the provisions of K.S.A. 75-4321 et seq.

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1 - Generally

Nothing contained in this agreement shall be construed to limit, waive, or deny employees any right to which they are entitled as citizens under the Constitution or laws of the United States or the State of Kansas.

Section 2 - Right to Join or Not Join an Employee Organization

Pursuant to K.S.A. 75-4324, University employees specifically have the right to form, join and participate in the employee organization activities of their own choosing.

University employees shall also have the specific right to refuse to join or participate in the activities of employee organizations.

Neither AFT Kansas nor the University will coerce, intimidate, or otherwise force an employee to join or not join AFT Kansas as a condition of employment.

Section 3 - Employee Discipline and Right to Representation

This article does not apply to employees serving their original probationary period.

A. Progressive Discipline

PSU and AFT Kansas agree to the tenets of progressive and corrective discipline. Progressive discipline generally is an oral warning, then written warning, then suspension, demotion or termination of employment, however, management has the right to determine the appropriate step(s) based on the severity of the infraction. PSU agrees that all disciplinary actions shall be administered in accordance with statutes applicable there to. An employee may exercise due process rights afforded by this Agreement, University policy, or Kansas statute. PSU agrees to administer progressive discipline with just cause.

Oral and/or written warnings concerning incidents or behaviors that were not used in a suspension, demotion and or termination within two (2) years of the date of the occurrence will not be considered in determining progressive discipline in future disciplinary actions.

PSU and AFT Kansas also agree that employees will be counseled in private when disciplinary action is necessary.

B. Representation

Employees have the right to AFT Kansas representation in any disciplinary and/or investigative meeting where the employee has a reasonable belief that his or her answers could be used as a basis for discipline or other adverse action. The right to representation does not apply to non-disciplinary meetings or discussions between an employee and his or her supervisor for the purpose of instruction, performance feedback or counseling.

When an employee requests representation during a disciplinary and/or investigative meeting, the meeting will be immediately recessed to allow the employee the opportunity to secure a steward, provided that such a recess, in the opinion of PSU, will not endanger the results of the investigation. PSU retains the right to immediately place an employee on leave with pay, pending the completion of the investigation.

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

If the employee requests a steward who is not available within eight (8) hours, the employee must identify a second choice or subsequent choice, if needed, in order to ensure that the meeting is resumed within one (1) work day. PSU may agree to extend the time for the meeting, if needed.

A steward who serves as a representative of an employee during the meeting shall report the time as AFT Kansas Steward Time as required by Article 6, Section 2 "AFT Kansas Stewards and Representatives."

It is understood that the meetings are under the direction of PSU. During the meeting, the steward or AFT Kansas Representative may consult with the employee prior to responding to a question, but the employee shall give the response. The steward or AFT Representative shall be permitted to ask for clarification but not be permitted to disrupt or delay the interview.

C. Suspension, Demotion and Termination

Disciplinary actions of suspension, demotion and termination shall be administered in accordance with University policy and applicable statutes and regulations.

If the employee requests AFT representation at the meeting with the appropriate Vice President or Department Head (President's Division), the representative may present supporting arguments on the employee's behalf, including arguments in favor of the reduction of the proposed suspension, demotion or termination as well as offer information or arguments in mitigation of the proposed discipline.

Section 4 - Length of Service

PSU and AFT Kansas agree that for purposes of this agreement, length of service of a current permanent employee in the appropriate unit shall be the total time credited in the classified and university support staff service at PSU. The PSU Human Resource Services Department records shall determine length of service.

The PSU service date for a current permanent employee shall be their first day of hire at PSU. Length of service for a new employee shall not be established until completion of the agreed probationary period.

An employee's length of service shall terminate if the employee:

- a) retires, quits or resigns.
- b) is discharged as provided in University policy.
- c) is laid off.
- d) fails to return to work at the expiration of an authorized leave, upon notice that a leave has been terminated, or upon written notice of recall from layoff.
- e) accepts other permanent full-time employment outside the state service without the approval of PSU during an approved leave.

If an individual with reinstatement or reemployment rights returns to employment at PSU, the PSU service date shall be the date established prior to the resignation or layoff.

Length of service lists shall be prepared annually as of January 1 and shall be posted in a conspicuous place. The length of service list shall indicate the employee's name, classification and PSU length of service. PSU will furnish the AFT Kansas State Federation President a copy of the length of service list on or before February 1st of each year.

Length of service will be used as a determining factor to resolve any conflict between employees in the same class, grade, or skill code who desire the same vacation period or shift assignment.

Section 5 - Personnel Records

PSU shall maintain an official personnel file for each employee in the appropriate unit in the Human Resource Services office. The official personnel file shall contain the following:

- a) Documents showing employee's hires, transfers, promotions, demotions, separations, changes of pay rates, leaves of absence or other changes in employment status;
- b) performance reviews, letters of reprimand and letters of rebuttal thereto, and letters of commendation;
- c) applications for a vacancy and any assessment scores;
- d) such other information as the Director of Human Resource Services deems appropriate; and
- e) letters of proposed and final disciplinary action.

Any employee may also request that material pertinent to his or her employment be placed in the official file.

The records may be maintained in paper or electronic form.

Except as otherwise provided in this section, information contained in each employee's personnel file shall not be open to public inspection.

Upon inquiry of any individual, including prospective employers, Human Resource Services shall disclose the following information concerning an employee:

- a) Name of employee;
- b) current title and job position;
- c) current or prior rates of pay; and
- d) length of employment with the state;

Upon inquiry of any individual, the division of personnel services, or personnel in the state agency where an employee is employed, may disclose the following additional information concerning an employee:

- a) name of employing state agency;
- b) length of time the employee has served in the employee's current job position; and
- c) letters of commendation.

When individuals from the following agencies, in carrying forth their official duties, establish a need for information contained in employees' official personnel files, PSU shall permit access to information by personnel from the following agencies:

- a) The Kansas department of administration;
- b) the Kansas attorney general's office, including the Kansas bureau of investigation;
- c) the federal equal employment opportunity commission and Kansas commission on civil rights;
- d) the Kansas civil service board;
- e) legislative post audit;
- f) the state agency employing that employee, and
- g) child support enforcement specialist of the Kansas department of social and rehabilitation services.

Access to information in an employee's official personnel file shall also be permitted to the following individuals carrying forth their official duties and upon establishing a need for the information:

- a) Those persons in a direct line of authority over the employee at PSU;
- b) the PSU Director of Human Resource Services or designee;
- c) the PSU Director of Equal Opportunity and Affirmative Action or designee; and
- d) the PSU General Counsel or designee; and
- e) other individuals at PSU authorized by the President of the University or designee.

An employee in the appropriate unit may review his or official personnel file. An employee may also authorize any individual or firm, including AFT Kansas, to review the employee's official personnel file. Such authorization shall be in writing and shall be delivered to the Director of HRS. Reviews shall be made consistent with the conditions established by PSU and at a time mutually convenient to the parties. Copies shall be made upon request, and the cost shall be paid by the individual or firm at the rate established in the Board of Regents Comprehensive Fee Schedule.

The head of any state agency or a designee, having proper interest and an established need to review an employee's personnel file, may review the file upon request to the appropriate Vice President or Department Head (President' Division).

The official personnel file of any specifically named employee shall also be made available for inspection in connection with litigation pursuant to the terms of an order entered by a judge of any federal, state or municipal court properly having jurisdiction over such litigation.

AFT Kansas and PSU agree that supervisory files may also be maintained, however, no internal documents which are adverse to the employee shall be placed in the employee's official personnel file unless the employee has had the opportunity to read the material. The employee shall have the opportunity to affix his or her signature or initials to signify knowledge of the material. Such signing or initialing will not necessarily indicate agreement with the contents of the document. The employee shall be given a copy of the document and shall have five (5) working days to respond. Any response will be kept in the employee's official file.

Section 6 - Employee Rehabilitation

Records of voluntary enrollment in an alcohol or drug rehabilitation program will not be made part of, or be otherwise noted in the employee's personnel file. Participation in such a program or in an Employee Assistance Program shall not be used as proof of, or justification for, any performance or disciplinary action taken against an employee. This section does not exclude documentation of, or appropriate disciplinary action for, the use of, or impairment by, alcohol or illegal substances while on the job, or any action taken by PSU which is necessary to comply with state or federal law.

The State of Kansas Fitness for Duty Referral Program shall not be defined as an Employee Assistance Program for the purposes of this section and Agreement.

ARTICLE 6 - AFT KANSAS RIGHTS

Section 1 - AFT Kansas Dues Deductions

AFT Kansas and PSU agree that dues deductions will be in accordance with K.S.A. 75-501 and the Membership Dues Deduction Agreement signed by AFT Kansas and the Division of Accounts and Reports currently in effect.

The University agrees to deduct from the regular payroll warrants of each employee who has submitted a written authorization-assignment the appropriate membership fees, assessments, dues and/or representation fees for AFT Kansas.

PSU will honor written authorization-assignments which are received no later than the 10th day of the month prior to the payday on which they are to become effective.

Deduction of membership dues for any bi-weekly period shall be remitted to a designated officer of AFT Kansas as soon as possible after the month in which deductions were made.

An employee who completes an authorization-assignment form shall remain a member of AFT Kansas and continue to have dues automatically deducted from the regular payroll check for a minimum of 180 days. Thereafter, an employee may cancel the membership by providing 30 days written notice to the Division of Accounts and Reports. Such notice will be effective on the 1st of the month following the end of the 30 day notice period.

Section 2 - AFT Kansas Stewards and Representatives

PSU agrees to recognize stewards who have been designated by AFT Kansas to serve in this capacity. The number of stewards selected from among employees in the bargaining unit, will not exceed one (1) chief steward, four (4) stewards, and four (4) alternate stewards. It is agreed that AFT Kansas, 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. Alternates may act in the absence of the regular stewards or may defer action pending return of the regular steward.

The AFT Kansas State Federation President or designee agrees to provide to the PSU Director of Human Resource Services and maintain on a current basis, a list of all stewards and alternate stewards. PSU shall not recognize individuals as stewards until it receives notification from AFT Kansas.

The function of the line stewards is to serve as a point of initial contact with AFT Kansas for all employees in the bargaining unit. Each steward will be allowed reasonable time off during working hours, without loss of pay or leave, for the purpose of discussing matters directly related to the work situation of employees, including representation pursuant to Article 5, Section 3 "Employee Discipline and Representation," and to participate in grievance adjustments. Reasonable time is interpreted to mean no more than four (4) hours total per week for all stewards, unless otherwise mutually agreed upon in writing by the AFT Kansas State Federation President or local AFT Kansas President and PSU Director of Human Resource Services.

An employee may initiate contact with a steward for assistance with an issue, and a steward may initiate contact with an employee to follow up on an existing issue. The employee and steward must get approval from their supervisor or designee before leaving their work assignment. If the employee or steward cannot be released at that time, the supervisor or designee will tell the employee and/or steward when they can be released. The employee and steward must report back promptly when the discussion ends.

Before attempting to act on any problem on behalf of an employee, the steward will ensure that the matter has been discussed with the immediate supervisor. Upon request of the employee, the steward may be present when the matter is discussed between the employee and the supervisor.

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

An employee is not obligated to discuss problems with the steward, but if such is desired, the steward is obligated to give equal consideration to problems of all unit employees.

All meetings between a steward and employee during an employee's work hours will be held on campus. If the employee and steward meet off campus during the employee's work hours, they must request to use vacation leave.

Representatives of AFT Kansas previously designated by the AFT Kansas State Federation President in writing or by email shall be permitted to come on the premises of PSU for the purpose of representation of employees, and to investigate and discuss grievances or alleged violations of the Memorandum of Agreement with the employee(s) and the steward assisting the employee(s). Representatives must first obtain authorization from the PSU Director Human Resource Services or a designated representative before meeting with a steward or employee. In no case shall such visits be allowed to interfere with the scheduled work of the employees.

After the AFT Kansas representative receives authorization from PSU for a meeting, the University will provide a meeting place and arrange a release time for the employee(s) and the designated steward to attend the meeting. Such meetings shall be limited to resolving the particular issue.

Each existing steward as of the date of this Agreement and each new steward thereafter as designated by AFT Kansas shall be permitted to participate in a maximum of twelve (12) hours in AFT Kansas sponsored steward training in pay status only one time during their tenure as a steward. The use of state owned vehicles or other related travel expenses is not authorized for use in conjunction with the steward training.

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

Section 3 - Use of Facilities

Pittsburg State University agrees that its facilities shall be available for AFT Kansas functions in accordance with established reservations and use policies.

Reservations for meetings and special events in University buildings, with the exception of the Overman Student Center or Cecil & Eva C. Wilkinson Alumni Center shall be made through the Director of Human Resource Services.

AFT Kansas agrees not to call or conduct meetings during the regular work shift or at times which would interfere with the normal completion of employees' duties.

AFT Kansas will provide PSU with notice of a scheduled or special meeting and a request for the use of PSU facilities at least 48 hours in advance of the meeting.

Section 4 - Bulletin Boards

PSU and AFT Kansas agree that certain bulletin boards will be designated for the use by AFT Kansas for posting official notices of AFT Kansas meetings and other AFT Kansas functions.

Bulletin board space will be provided by PSU in the main lobby of the Physical Plant, the Landscape and Maintenance building, and Hartman Hall. PSU will provide a bulletin board for each location. Each bulletin board will be a minimum size of two foot by two foot (2'x2').

AFT Kansas agrees:

- a) that use of bulletin boards shall be limited to notice of meetings, notice of elections of officers and other association business unless prior approval is requested and granted by the Director of Human Resource Services or a designated representative. Such approval shall not be unreasonably denied.
- b) to accomplish all posting of new notices and removal of obsolete notices.
- c) to ensure that all notices are signed by an officer of AFT Kansas or an officer of the Local which shall be verified upon request.
- d) to ensure that all notices are in good taste and do not contain anything that would reflect unfavorably upon PSU or any employee.

Section 5 - Right to Information

AFT Kansas and PSU agree to provide all relevant information requested by the other party necessary for the administration of the agreement, provided, however, that disclosure of the information shall be consistent with state and federal laws.

Section 6 - New Hire Orientation

Pittsburg State University shall provide a packet of orientation and information material to all employees newly appointed to positions in the appropriate unit.

One copy of this agreement will be provided to each new employee in the appropriate unit by AFT Kansas. A steward or AFT Kansas representative will be allowed to provide a copy of the MOA and discuss representation with each new hire during authorized work breaks.

PSU will provide the AFT Kansas State Federation President with the names of new unit members and home addresses within ten (10) working days of the date hired.

Each party shall be responsible for their own costs incurred in duplication of this agreement and may determine the format to be used in duplication.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1 - Generally

It is understood by AFT Kansas that nothing in this Agreement shall be construed to circumscribe or modify the existing rights of the University as set forth in K.S.A. 75-4326. Specifically, the University shall have the right to:

- a) direct the work of its employees;
- b) hire, promote, demote, transfer, assign and retain employees in University positions;
- c) suspend or discharge employees for proper cause;
- d) maintain the efficiency of governmental operations;
- e) relieve employees from duties because of lack of work or for other legitimate reasons;
- f) take actions as may be necessary to carry out the mission of the University; and
- g) determine the method, means, and personnel by which operations are to be carried on; and
- h) manage and operate its facility.

It is further specifically agreed that the foregoing enumeration of the rights of the University shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this Agreement. It is also understood there may be other statutory and/or constitutional rights of management which may be exercised during the term of this agreement, and the failure of management to exercise any right shall not be deemed a waiver.

It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law, or the authority or power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive division of the classified service of the University served by such civil service commission or personnel board.

PSU and AFT Kansas mutually agree that PSU has the right to establish and change University policies. PSU agrees to follow these policies.

ARTICLE 8 - HOURS AND WORK

Section 1 - Workweek

PSU and AFT Kansas agree that the "workweek" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 a.m. midnight the following Saturday. Except for certain employees whose position description specifies otherwise, the regular workweek shall be five (5) consecutive days and the regular workday shall not exceed eight (8) hours within nine (9) consecutive hours.

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

Management shall have discretion to establish the work schedule.

Nothing in the agreement shall be regarded as a guarantee of any hours of work per day or per week.

Employees will be required to record time worked in the manner prescribed by the University.

Section 2 - Overtime, Compensatory Time and Additional Hours

Except as provided by statute or regulations, employees in the appropriate unit who are eligible to receive overtime pay under the Fair Labor Standards Act of 1938, as amended, shall be compensated for overtime as provided in that Act.

Employees eligible for overtime will be compensated at the rate of one and one-half (1 1/2) times their regular rate of pay. This rate will not include premium pay for holidays worked or any call-in and call-back compensation paid for hours not actually worked.

Overtime, to the extent possible, shall be authorized in advance by an employee's supervisor or designated individual.

In determining whether an employee has worked any overtime in a given workweek or work period, only time actually worked shall be considered, however, holiday credit (the paid time for a holiday when it is not worked) does count toward the calculation of overtime eligibility for non-exempt employees.

At the employee's discretion, the University may grant compensatory time off in lieu of overtime compensation at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked. Compensatory time off shall be used at some time after the workweek or work period in which the overtime was worked.

An eligible employee shall not accrue more than 120 hours of compensatory time. An employee who has accrued 120 hours of compensatory time off shall be paid overtime compensation for any additional overtime hours worked.

An employee who requests to use accrued compensatory time off shall be permitted to use the time within a reasonable period if the use does not unduly disrupt the operations of the agency.

Regularly scheduled hours shall not be reduced within the current workweek for the sole purpose of denying an employee overtime.

PSU reserves the right to schedule additional hours as may be required. Additional hours are hours above the employee's regular work schedule. Such additional hours, excluding emergencies, shall be distributed fairly and equitably among employees with the same class, grade, or skill code. For purposes of additional hours distribution, regular additional hours offered and refused shall be considered as additional hours worked. An employee shall discuss any alleged error in the distribution of additional hours with his or her supervisor or Director of the department. If an error is found, it will be corrected by later assignments when additional hours are available.

Compensatory time may be accumulated by an employee and used during periods of University shut down.

PSU will make AFT Kansas and the employees aware of additional hours above employees' regular schedules that are offered and accepted or refused through a quarterly accounting which shall be sent to the AFT Kansas State Federation President or designee and be posted on the bulletin board(s) identified in Article 6, Section 4 of this Agreement.

With the exception of a declaration of Inclement Weather, regularly scheduled hours shall not be reduced within the current workweek for the sole purpose of denying an employee overtime.

Section 3 - Schedule Changes

If it becomes necessary to change an employee's work schedule on a permanent basis, PSU agrees to notify the employee at least five (5) work days in advance of the date the change is to be effective.

Section 4 - Shift Differential

The normal day shift shall be defined as a period of eight hours of work within nine (9) consecutive hours occurring entirely between the hours of 6:00 a.m. and 6:00 p.m.

An employee who is assigned to a work schedule which falls in whole or in part outside the hours of the normal day shift shall be paid a shift differential of thirty cents (\$0.30) for all hours of the scheduled shift.

The shift differential shall not apply to leaves of absence with pay or to holiday compensation but shall apply in calculating the "regular rate of pay" for overtime purposes consistent with the Fair Labor Standards Act.

Section 5 - Clean-Up Time

Employees engaged in work requiring clean-up time shall be allowed up to ten (10) minutes of time immediately preceding the meal period on each shift and immediately preceding the end of each shift for personal wash-up and clean-up of the work station and equipment. Additional clean-up time may be allowed by the supervisor as needed.

Clean-up time shall be in pay status. Employees must remain at their designated job site or clean-up station while in pay status.

Section 6 - Summer Hours

The date when summer hours will start and end will be determined by management each spring.

Where applicable each department will vote whether to change to summer hours for the dates determined by management. Notice of the vote will be provided one (1) week in advance of the vote. Vote will be decided by majority rule.

Painters only: If the Painters vote to change to summer hours for the dates established by management, they will then vote to extend the summer hour ending date by two (2) weeks. Vote will be decided by majority rule.

ARTICLE 9 - WAGES AND BENEFITS

Section 1 - Pay Plan

Effective July 1, 2014, wages for employees in the appropriate unit shall be according to the University Support Staff policy approved by the Kansas Board of Regents On March 12, 2014.

Section 2 - Health Insurance

Eligible employees in the appropriate unit will continue to participate in the State of Kansas Group Health Plan as established by the State of Kansas Health Care Commission. It is agreed that PSU shall pay the portion of the employee's premium for health insurance coverage as prescribed by the Health Care Commission.

Section 3 - Life Insurance

Eligible employees in the appropriate unit will continue to participate in the group life insurance plan provided under KPERS. Eligible employees in the plan are provided with the amount of life insurance currently provided by KPERS. The entire cost of the coverage is paid by the University.

Eligible employees may also apply to purchase Kansas Optional Group Life Insurance as provided by statute.

Section 4 - Call-In and Call-Back

Employees who are classified as non-exempt by the Fair Labor Standards Act of 1938, as amended, who are called in to work on a regular day off or called back to work after a regular work schedule shall be paid a minimum of two (2) hours pay at the appropriate rate of pay except as provided below.

An employee called in less than two (2) hours before the beginning of the employee's next regularly scheduled work shift shall receive call-in pay for all time between the time the employee reports to work and the employee's regular shift starting time.

PSU and AFT Kansas agree that call-in and call-back hours are designed to address emergency situations and not to provide alteration of an employee's regular work schedule. All call-in and/or call-back hours worked shall be credited toward determining eligibility for overtime compensation.

Section 5 - Stand-By

The University may request an employee to be on stand-by. Stand-by time means a period of time outside an employee's regularly scheduled work hours, during which the employee is requested, at University direction, to remain available to the University within a specified response time of not less than one (1) hour or more than two (2) hours. Stand-by assignments shall be limited to work situations where a probability for emergency recall of an employee exists.

Employees who receive stand-by orders shall be compensated at the rate of two dollars and 25 cents (\$2.25) per hour for those hours they serve on stand-by status.

Employees on stand-by who are called in to work shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation in addition to the appropriate compensation for the hours actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.

An employee on stand-by who is not available when called shall lose stand-by compensation for that stand-by period and may be subject to such other disciplinary actions as dictated by the conditions surrounding the refusal or unavailability and which is not inconsistent with the provisions of the Agreement. An employee on stand-by who is not available when called shall face no other adverse reaction to his or her unavailability beyond the loss of stand-by compensation for that stand-by period if such non-availability is based on a reasonable justification.

Section 6 - Longevity Pay

Longevity Pay will be paid by the University to eligible employees in accordance with the University Support Staff policy approved by the Kansas Board of Regents on March 12, 2014.

Section 7 - Acting Assignments

An employee in the appropriate bargaining unit who has permanent status in another position may be assigned to perform the duties of another position, provided that the acting assignment be for a period of time greater than thirty (30) days and the employee meets the qualifications for the position.

Documentation of the acting assignment shall be placed in the employee's personnel file.

If the employee is acting in a position assigned to a higher salary range than that of the employee's normal position, the employee shall be paid at a step on the higher range that gives the employee an increase in pay. Such an increase shall not exceed the highest step possible if the employee were being promoted to the position. The employee may receive salary step increases in accordance with applicable salary step increase regulations during an acting assignment.

If the employee is promoted to a position in which the employee has served in an acting assignment, the salary shall remain at the amount paid during the acting assignment. Any accumulated months shall count towards the next pay increase. The time served in the acting assignment may be credited towards the promotional probationary period.

Section 8 - Position Reclassification

PSU agrees that positions in the appropriate unit should be properly allocated according to class specifications established by the the University as part of the Salary and Title Management Plan for University Support Staff employees. When an employee in the appropriate bargaining unit or a supervisor believes that a USS position is improperly classified, either may initiate action to have the position reclassified.

The first step in reclassification of a position is to examine the duties of the position in comparison to the class specifications of the class to which the position is assigned. Reclassification will be considered only when there is a major change in duties, or when significant additional duties have been assigned. Class specifications for all classifications are available on the PSU Human Resource Services web site. The next step is to rewrite the position description using a position description form which is also available in the Human Resource Services Office. If the employee initiates the action, the supervisor should be involved at this point because much of the information necessary for the position description must be provided by the supervisor. The Human Resource Services Office can assist in reviewing the materials for technical sufficiency before the request is put in final form.

The request in final form will be submitted through the Director of the employee's department to the Director of Human Resource Services. The Director of HRS will review the position description for compliance with classification guidelines and factors. The Director will then forward the request with recommendations to the appropriate Vice President or Department Head (President's division).

The appropriate Vice President or Department Head (President's division) will either approve or disapprove the request. The employee will be notified of the action taken within ten (10) working days.

ARTICLE 10 - LEAVES

Section 1 - Vacations

PSU and AFT Kansas agree that non-exempt employees in the appropriate unit shall be entitled to accrue vacation leave as follows:

**Vacation Leave Table for Non-Exempt Employees
Hours Earned Per Pay Period Based on Length of Service**

Hours in Pay Status Per Pay Period	Less than 5 Years	5 Years & Less Than 10 Years	10 Years & Over
0 – 7 hours	0.0	0.0	0.0
8 – 15 hours	0.4	0.6	0.7
16 – 23 hours	0.8	1.2	1.4
24 – 31 hours	1.2	1.8	2.2
32 – 39 hours	1.6	2.3	2.9
40 – 47 hours	2.0	2.9	3.6
48 – 55 hours	2.4	3.5	3.6
56 – 63 hours	2.8	4.1	5.0
64 – 71 hours	3.2	4.7	5.7
72 – 79 hours	3.6	5.3	6.5
80 + hours	3.7	5.5	6.7

Employees who are eligible to earn annual leave may accumulate a maximum of 304 hours of annual leave; provided, however, that an employee may receive, upon termination from employment payment for no more than 176 hours of annual leave or at termination of employment when retirement eligible, a employee may receive payment for up to 240 hours of annual leave. Excess accrued annual leave may not be converted to sick leave.

Vacation credits are earned for hours worked or in pay status in the payroll period, except overtime worked and additional payment for holidays worked are not counted. Leave earned during a pay period is credited on the first day of the following pay period. All vacation leave over the maximum accumulation shall be forfeited at the end of the last payroll period in the fiscal year. Proportional credit is earned when the employee is not in pay status an entire pay period.

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

Employees must request vacation leave in the manner prescribed by the Director of the department of his or her designee. Applications for vacations must be approved by the employee's supervisor or the Director of the employee's department, or his or her designee, in the manner prescribed by the Director.

Consistent with the needs of the University, earned vacation leave, which is requested in advance, will be approved. Vacation leave will be granted on an equitable basis and the University will make a reasonable attempt to satisfy leave requests of employees. In the Director's scheduling of vacation leaves, any conflict between employees desiring the

same time period will be resolved by length of service within each classification by departments. Once vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

Approval by the supervisor, Director, or his/her designee, will be withheld only for good and sufficient reason(s). The reason for the denial shall be given to the employee in writing within three (3) work days of the date of the request.

Vacation leave for non-exempt employees may be used and reported in quarter hour (0.25) increments.

Section 2 - AFT Kansas Leave

A permanent employee in the appropriate unit of PSU may request a leave of absence, without pay, to accept a full-time AFT Kansas position to which appointed or elected. An AFT Kansas leave of absence shall not be granted to exceed one (1) year. An employee who has been granted an AFT Kansas 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.

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

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

Section 3 - Sick Leave

Sick leave with pay shall be granted to employees in the appropriate unit as outlined in the following paragraphs.

Employees in regular positions will earn sick leave credits in accordance with the schedule for hours worked or in pay status in the payroll period. New employees earn credits beginning with their first day of employment.

Sick Leave Table for Non-Exempt Employees

Hours in Pay Status Per Pay Period	Hours Earned Per Pay Period
0 – 7 hours	0.0
8 – 15 hours	0.4
16 – 23 hours	0.8
24 – 31 hours	1.2
32 – 39 hours	1.6
40 – 47 hours	2.0
48 – 55 hours	2.4
56 – 63 hours	2.8
64 – 71 hours	3.2
72 – 79 hours	3.6
80 - *	3.7

* Hours in pay status do not include overtime hours worked.

Sick leave may be accumulated without limit and may be used in units of a quarter of an hour.

“Hours in pay status” shall not include overtime hours worked.

Sick leave with pay may be granted for the necessary absence from duty because of:

- a) illness or disability of the employee including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom;
- b) illness or disability, including pregnancy, childbirth, miscarriage, abortion and the recovery therefrom, of a member of the employee's family when the illness or disability reasonably requires the employee to be absent from work. Employees' family shall be limited to persons related to the employee by blood, marriage or adoption and minors residing in the employee's residence as a result of court proceedings.
- c) the employee's personal appointments with a physician, dentist, or other recognized health practitioner;
- d) legal quarantine of the employee.

Employees who are injured on the job and are awarded workers' compensation 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. (Workers' compensation is not paid during the first week of disability, unless the disability exists for three (3) consecutive weeks.) Unless the employee requests otherwise, annual leave and compensatory time credits shall be used only after sick leave credits have been exhausted. Worker's compensation days credited back to the employee shall be in multiples of one-half (1/2) days only.

Employees must request sick leave in the manner prescribed by the Director of the department or his or her designee. The employee or designee must call each day of the absence until the employee notifies PSU of a date he/she will return to duty.

If an employee taking vacation leave becomes ill and for all purposes, is deprived of all or a significant portion of the vacation, the appropriate Vice President or Department Head (President's Division), upon request of the employee, may charge to sick leave some or all of the time the employee was ill while on vacation.

An employee who becomes ill while at work may not leave work until they have provided notification in the manner prescribed by the Director of the department or his or her designee. If the employee fails to notify PSU as required by this section, the employee may be charged leave without pay and may also be subject to disciplinary action.

An employee who has been absent at least three (3) consecutive days may be required to provide evidence necessary to establish that the employee is entitled to use sick leave credits under the circumstances of the request.

Notwithstanding the previous paragraph, when the University believes an employee has established a pattern of abusing sick leave, said employee may be required to submit substantiating evidence for subsequent absence(s) when the employee has requested the use of sick leave. The period for such documentation shall not exceed six (6) months.

If the employee fails to provide this evidence, the use of the requested sick leave may be denied by the appropriate Vice President or Department Head (President's Division) and the employee may be subject to disciplinary action.

AFT Kansas 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 Kansas, therefore, agrees to support PSU in efforts to eliminate unwarranted or improper use of sick leave.

Section 4 - Funeral Leave

A. Death of Close Relative

Upon request, an employee in the appropriate unit will be granted up to three (3) working days leave with pay to attend the funeral of a close relative.

Upon request, an employee will be granted additional working days, not to exceed three (3), on a showing that travel out of the surrounding area was necessary to attend the funeral of the close relative, or on a showing that an earlier return would work a hardship on the employee. In no event shall funeral leave for the death of a close relative exceed six (6) working days.

A close relative shall be defined as a member of the immediate family and includes spouse, parent, grandparent, sister, brother, child or grandchild, including in-laws and step relatives.

B. Death of Other Relative Living in Same Household

Upon request, an employee will be granted up to three (3) working days leave with pay upon the death of relative living in the same household on a permanent basis. An "other relative" is defined in this section as an individual related to the employee by blood, marriage or adoption and minors residing in the employee's residence as a result of court proceedings.

C. Use of Annual Leave

Employees may request to use annual leave days to provide additional days off if needed for the death of a close relative. Annual leave may also be requested to use for the death of an individual living in the same household.

Section 5 - Jury Duty Leave

Employees in the appropriate unit of the University shall be granted leave of absence with pay by the University for any required appearance before any lawfully constituted board or court which has the statutory authority to compel attendance.

Employees will not be granted leave with pay if called as a witness on his or her own behalf in an action in which they are a party in interest.

Leave with pay may also be granted for an appearance before a court, a legislative committee or other public body, if the University considers the granting of leave with pay to be in the best interest of the state.

When an employee receives a jury or other summons, they should notify their supervisor immediately so arrangements can be made for work assignments. Employees will be expected to report for work during any hours that their presence is not required as a juror or witness.

Any fees or travel reimbursement may be retained by the employee in addition to the regular salary. However, an employee who travels in a state vehicle for a required appearance shall turn over to the state any mileage expense payments received.

Section 6 - Job Injury Leave

Pursuant to state regulation, employees are eligible for job injury leave if they sustain an injury which:

- a) renders the employee unable to perform his or her regular job duties; and
- b) arises out of and in the course of State employment; and
- c) is the result of a shooting, stabbing or aggravated battery committed against the employee by another person while the employee is performing his or her official duties; and
- d) is not the result of the intentional (non-accidental) actions of a co-worker.

Job injury leave must be approved by the appropriate Vice President or Department Head (President's Division) and may not exceed six months. While the employee is on job injury leave, he or she will be paid the regular compensation. If the employee is awarded workers' compensation, he or she will be paid the difference between the workers' compensation pay and the regular salary.

Section 7 - Leave Without Pay

Permanent employees in the appropriate unit at PSU may be granted leave of absence without pay for the following reasons:

- a) illness, childbearing, childrearing, or other temporary disabilities, including injury the birth of the employee's child, the adoption of a child by the employee, or the initial placement of a foster child in the home of the employee;
- b) to care for a family member who has a serious health condition; or
- c) to attend school if such leave will benefit the University and State of Kansas as well as the employee; or
- d) for other good and sufficient reason.

An employee must request leave without pay ten (10) working days in advance, except in an emergency.

A leave without pay may not exceed one (1) year and will be granted considering the interests of the University. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee and shall require written approval of the appropriate Vice President or Department Head (President's Division).

Employees without permanent status may be granted leave without pay for a period not to exceed sixty (60) calendar days for reason listed above. The appropriate Vice President or Department Head (President's Division) may extend the duration of the leave up to six (6) months.

Permanent employees may be granted leave of absence without pay from a University Support Staff position in order to take an appointive position in the unclassified service. Such leave shall be for one (1) year and extensions of up to one (1) year may be granted, with the appropriate Vice President or Department Head (President's Division) determining the number of extensions.

Voluntary separation from the University Support Staff service in order to accept employment not in the state service shall be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under AFT Kansas Leave.

If the interests of PSU require, the appropriate Vice President or Department Head (President's Division) may terminate a leave of absence without pay by giving notice in writing to the employee at least two (2) weeks prior to the termination date. With approval of the appropriate Vice President or Department Head (President's Division), an employee may return from leave on an earlier date than originally scheduled.

Upon return to work at the expiration or termination of an authorized leave without pay, the employee shall be returned to a position in the same class as the position which the employee held.

Section 8 - Transfer of Leave Credits

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

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

If an employee has compensatory time credits at the time of a transfer the employee shall be paid at the current hourly rate of pay for all such accumulation by the agency from which the transfer is made. Payments for compensatory time credits as outlined above shall be made in the pay period that includes the last day worked.

Section 9 - Time Off for Voting

PSU will grant employees in the appropriate unit time off with pay to vote (not to exceed two consecutive hours) between the time of opening and closing of the polls; provided that if the polls are open before commencing work or after terminating work but the period of time the polls are open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from work for such a period of time which, when added to the period of time the polls are open, will not exceed two hours. The supervisor may specify the particular time during the day in which the employee may be absent to vote. The specified time shall not include any time during the regular lunch period. Special circumstances will be considered to assure employees their statutory right.

ARTICLE 11 - HOLIDAYS

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

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

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered holidays with pay for employees in the appropriate unit. A notice for such holidays for the following calendar year will be posted on the bulletin boards identified in Article 6, Section 4 of this Agreement.

When one of these legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday for state employees. When one of the legal holidays falls on a Sunday, the following Monday shall be considered as a holiday.

A full time employee who is required to work on a legal holiday or on an officially observed holiday shall, in addition to his or her regular salary for the pay period, either be paid an additional amount, at the time and half rate, for the hours worked on the holiday or receive compensatory holiday credits for the hours worked on the holiday at the rate of one and a half (1-1/2) hours credit for one (1) hour worked. If compensatory time is not taken at the end of a six month period from the date earned it shall be paid at one and one-half (1 1/2) times the regular straight time hourly rate to the employee in the next available pay period. If compensatory holiday credits are given and consistent with the needs of the University, earned compensatory holiday credits, when requested in advance, will be approved. Compensatory holiday credits may be given any time within a six (6) month period following the holiday worked.

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

Each employee, regardless of his or her work, schedule, shall be given credit for the same number of holidays as are credited to employees whose regular workweek is Monday through Friday.

In the case where a legal holiday (such as New Year's Day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2) a full time employee who is required to work on both the legal holiday and the officially observed holiday shall receive the additional holiday pay or the compensatory holiday credits for only one (1) of the two (2) days.

ARTICLE 12 - SAFETY

Section 1 - Generally

PSU recognizes the paramount importance of safety and supports a written policy that documents the commitment to administer programs and services so that all university support staff and unclassified personnel as well as students work in safe, healthful conditions which are free from accidents. Because safety is a mutual concern to both AFT Kansas and PSU, the common objective is to cooperate and assume equal responsibility in maintaining standards of safety in order to eliminate, as far as possible, industrial accidents and illnesses.

Section 2 - Safety Policies

PSU has formally adopted comprehensive policies in several safety and health areas. Copies of these policies will be distributed as appropriate and will be available at the Physical Plant building. Both PSU and AFT Kansas will encourage employees to observe applicable federal, state, and local safety laws, rules and regulations. Employees shall be alert to any unsafe conditions and promptly report them to their supervisor. Supervisors shall see to the prompt investigation of unsafe conditions and recommend corrections, if warranted.

Section 3 - Safety Committee

A joint employer-AFT Kansas safety committee shall be maintained to review safety conditions and to advise on matters pertaining to compliance with applicable laws and regulations. A committee will consist of two persons appointed by the AFT Kansas State Federation President, a safety professional appointed by PSU and the Director of Building Trades and Landscape Maintenance or the director's designee.

A safety professional on the PSU staff shall be responsible for investigating reported unsafe conditions and shall respond to the PSU University Safety Committee, the appropriate supervisor, and any concerned employee(s) as to the disposition of the matter.

Section 4 - Safety Equipment

The employer shall furnish and maintain mechanical safeguards and personal protective equipment. AFT Kansas, as well as the employer, shall insist that all employees observe established safety regulations and practices, and use safety equipment provided.

Section 5 - Hazard Communication Program

As mandated by federal law, PSU has a written hazard communication program and follows required guidelines. This program provides provisions for container labeling, collection and availability of material safety data sheets, and an employee notification program. No employee shall knowingly be assigned to perform a task which will endanger the employee's life or health. An employee who reasonably believes the work assigned poses an imminent risk to health and/or safety shall, upon request to the

immediate supervisor, be reassigned to other available work pending an investigation by the safety professional.

Section 6 - CPR Training

Employees are encouraged to take training in Cardio-Pulmonary Resuscitation techniques and in emergency first aid.

Section 7 - Medical Examinations

The employer shall provide medical examinations according to Kansas Department of Health and Environment standards whenever exposure to hazardous substances cannot be controlled by engineering methods and exceeds the Permissible Exposure Levels.

Section 8 - Record Keeping

The employer shall keep records of work-related injuries and illnesses related to employees represented by AFT Kansas. Upon request, the records shall be made available at a reasonable time and in a reasonable manner.

Section 9 - Hazardous Materials

An employee may observe any monitoring or measuring of hazardous materials and have the right to see these records upon request.

Section 10 - Pro-Active Safety Measures

As a part of the ongoing effort by the University to provide a safe and healthy work environment, employees in the following classifications who, as a part of their routine work assignment, may be exposed to the conditions under which Hepatitis B could be contracted, shall be provided with the option of receiving the prescribed series of Hepatitis B preventative inoculations. The option of receiving the inoculations described above may be exercised by existing employees at any time. New hires into the unit may exercise this option at any time after completing their initial probationary period. The option to receive the inoculations may only be exercised once by each employee. The cost of inoculations received by employees under this provision shall be borne by the University. The University reserves the right to select the physician who will administer the series of inoculations.

- 1) Custodial Specialists
- 2) Custodial Supervisor Senior
- 3) Facilities Specialist (Plumbers)
- 4) Facilities Specialist (Welder)
- 5) Facilities Specialist (Housing Maintenance)
- 6) General Maintenance & Repair Technician Seniors (Custodial Services only)

ARTICLE 13 - TRAINING

Section 1 - Employee Training and Development Program

PSU agrees to provide training for employees in the appropriate unit as provided in the University Support Staff Training and Development Program.

The Program is conducted to the maximum extent possible using resources available both inside and outside the University. The Program is administered by the Human Resource Services Office and includes the following:

- a) all development/orientation training sessions scheduled by the Offices of Human Resource Services or Equal Opportunity and Affirmative Action.
- b) all training sessions given by University departments at the request of the Office of Human Resource Services.
- c) all training made available to employees of the University from outside sources, such as the Division of Personnel Services, other state agencies, the federal government, or private industry.

Any employee is eligible to attend training outlined in "a" or "b" above. Attendance at training in category "c" will depend on criteria established by the agency conducting the training; however, all employees meeting the established criteria will be eligible for attendance. Attendance at training conducted during an employee's normal working hours will be subject to approval of the supervisor, however, training in categories "a" or "b" will normally be offered at least twice to allow both supervisors and employees maximum flexibility in scheduling an employee's absence. Tuition or other reimbursement for expenses involved in attendance at training in "c" will be subject to availability of funds within the employee's department.

Section 2 - Tuition Reimbursement

Employees in the appropriate unit will be eligible for tuition reimbursement as provided in the PSU HRS Information Memos.

Payment of tuition/education training expenses of employees may be authorized under two conditions:

- a) when the training involved is required in order for the employee to perform the duties expected for the position to which he or she is assigned.
- b) when the University or employee's department has the funds available.

Leave with pay may be authorized for attendance at work-related training or programs when the supervisor determines that attendance will benefit to the University.

Employees may be allowed to attend one course per semester during their normally scheduled working hours at their own expense to further their own education, provided the time is made up.

ARTICLE 14 - GRIEVANCE PROCEDURE

A grievance is a dispute arising under and during the terms of the Agreement raised by a bargaining unit member or the union involving an alleged violation, misinterpretation or misapplication of an express provision of this Agreement or a University policy relative to this Agreement.

Nothing in this article or elsewhere in this Agreement is deemed to apply to matters of demotion, dismissal and suspension since a method of settlement or an appeal procedure is established under University policy.

Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next step. If an employee fails to appeal from one step to the next step within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last University decision and the grievance shall not be subject to further appeal or reconsideration. By mutual agreement, a grievance may revert to a prior step for reconsideration and/or timelines may be extended.

Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agreed upon.

Step 1 - Discussion With Supervisor

The employee should first submit the Grievance Form to the employee's immediate supervisor within ten (10) working days of the occurrence of the facts or circumstances that gave rise to the grievance. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have an AFT Kansas steward present at this step if he or she so desires.

If the employee believes that a discussion with the immediate supervisor is not appropriate, he or she may proceed directly to Step 2.

Step 2 - Discussion With Director of the Department

If the grievance has not been settled in Step 1, or if the employee feels that a discussion with the immediate supervisor is inappropriate, the employee will submit the Grievance Form to the Director of the department within five (5) working days after the supervisor's answer in Step 1 is due. The Director shall respond to the employee in writing within seven (7) working days. The employee may have an AFT Kansas steward present at this step if he or she so desires.

Step 3 - Review by Director of Human Resource Services

If the grievance has not been settled in Step 2, the employee will submit the Grievance Form to the Director of Human Resource Services within five (5) working days after the response from the Director of the employee's department in Step 2 is due. The Director of Human Resource Services will hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have an AFT Kansas steward present at this step if he or she so desires.

Step 4 - Mediation

Grievances which have not been resolved in Step 3 may proceed to mediation. A request for mediation must be submitted to the appropriate Vice President or Department Head (President's Division) within five (5) working days after receipt of the response in Step 3. PSU will contact the Federal Mediation and Conciliation Service to arrange for a mediator unless otherwise agreed by both PSU and AFT-Kansas. The cost for a mediator, if any, will be shared equally by the parties.

Step 5 - Arbitration

Grievances which have not been mutually resolved in Step 4 may be submitted to arbitration by either the University or by AFT Kansas by notifying the other party in writing within thirty (30) calendar days of the date of the mediation. If an unresolved grievance is not submitted to arbitration by AFT Kansas within thirty (30) calendar days of the date of the mediation, it shall be considered settled on the basis of Step 4 of the grievance procedure.

A representative chosen by AFT Kansas and a representative of the University shall meet within ten (10) calendar days of the date of the written appeal of the grievance to arbitration for the purpose of selecting an impartial arbitrator. If these parties are unable to agree on an impartial arbitrator within the ten (10) calendar day period, the parties, acting jointly, shall request the Federal Mediation and Conciliation Service for a list of five (5) persons, each qualified to act as an impartial arbitrator. In the event the Federal Mediation and Conciliation Service is unable, within fifteen (15) calendar days of application, to furnish a list of five (5) persons, each qualified to serve as the impartial arbitrator, the parties shall make joint application to the Kansas Public Employee Relations Board for such a list. Upon receipt of the first available list of five (5) persons, the University and AFT Kansas shall determine by lot the order in which they will strike names and thereafter each shall in that order alternately eliminate one name until only one name remains on the list, and that person shall become the impartial arbitrator.

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

ARTICLE 15 - MISCELLANEOUS

Section 1 - Rest Periods

Employees in the appropriate unit will have two (2) twenty (20) minute rest periods, one to be at or near the middle of the first half of the work shift and the other to be at or near the middle of the second half of the work shift. In both cases, rest periods will be designated by the supervisor. Employees may not elect to forego rest periods for the purpose of accruing time off. Rest periods may not be regarded as accumulative if not taken.

Rest periods are designed to allow the employee a duty free break from the routine of work but may also be used in part by the employee for personal or work area clean up if such time is not otherwise provided or is inadequate.

During rest periods, employees are free to leave those work stations not requiring continuous attendance. If the employee leaves the work station, travel time from and return to the work station will be counted towards and included in the twenty (20) minute rest period. Unless approved in advance by the employee's supervisor or Director of the department, state vehicles shall not be used for transportation to or from a break area.

If employees are required to work beyond their regular shift by at least two hours, a thirty (30) minute dinner break on the job, with pay, will be scheduled.

Each additional two (2) hours of work will include an additional twenty (20) minute break and each additional four (4) hours will include a thirty (30) minute meal break at or near the end of those four (4) hours.

Example: Assume that an employee has normal quitting time of 5:00 P.M. and is required to work overtime.

Schedule: 30 minute meal break at or near 7:00 p.m.
20 minute rest break at or near 9:00 p.m.
30 minute meal break at or near 11:00 p.m.

Section 2 - Meal Breaks

Except as otherwise provided in this agreement, meal breaks without pay will be provided for full-time employees in the unit. The duration of meal breaks will be formally established by the department but in no case will the meal break be less than thirty (30) minutes. Employees may not elect to forego meal breaks for the purpose of accruing time off. Meal breaks are not accumulated if not taken.

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.

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

Section 3 - Shift Preference

PSU and AFT Kansas agree that consistent with the individual needs of each department within the appropriate unit, shift preference of employees will be considered as openings occur. PSU length of service will be used as a determining factor to resolve any conflict between employees in the same class, grade or skill code who desire the same shift assignment.

Section 4 - Travel Reimbursement

PSU and AFT Kansas agree that travel reimbursement will be governed by state statute and regulation.

ARTICLE 16 - LABOR MANAGEMENT MEETINGS

PSU and AFT Kansas agree to meet periodically in order to promote harmonious relations between the parties. Meetings shall be held upon notification of either party on a date and at a time as mutually agreed. The purpose of the meetings shall be to promote effective communication, discuss the administration of this agreement, disseminate information of interest to the parties and discuss other items. Each party shall submit to the other party an agenda at least five (5) working days prior to the scheduled meeting.

AFT Kansas representatives will appoint the employees from the unit who will participate in the Labor Management Meetings.

ARTICLE 17 - SAVINGS CLAUSE

Should any provision of this Agreement be declared by the proper judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

In addition, at the request of either party, the parties shall agree to meet to modify the voided provision to comply with the applicable statute.

Any provision of this Agreement which is based on any statute, whether federal or state, all or in part, either directly or indirectly, shall be construed to conform to the statute upon which the provision is based; such construction is to apply as the statute is presently worded or as it may be subsequently amended or changed.

ARTICLE 18 - CLOSING CLAUSE

The parties agree that this document shall represent the complete Agreement between PSU and AFT Kansas. The parties also acknowledge that during the meetings which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the meet and confer process and that the complete understandings and Agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, PSU and AFT Kansas for the term of this Agreement, voluntarily waive the right and agree that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered by this Agreement.

ARTICLE 19 - APPROVAL OF THE BOARD OF REGENTS, STATE FINANCE COUNCIL, DEPARTMENT OF ADMINISTRATION, AND THE LEGISLATURE

It is agreed by and between PSU and AFT Kansas that subsequent to the ratification of this Memorandum of Agreement by the unit members, this MOA shall be submitted to the Board of Regents for approval or rejection and, if approved, and provisions of this Agreement which requires amendment of rules and regulations of the Secretary of Administration of the pay plan and pay schedules of the State may be approved or rejected by the State Finance Council or its appropriate successor, and, if approved, shall be implemented to become effective at such times as the council or Legislature, as the case may be, specifies, and in the manner prescribed by law.

Any provision requiring approval by the Governor, if approved, will become effective at such time or times as specified by the Governor.

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 a date specified by the Legislature.

ARTICLE 20 - DURATION AND TERMINATION

This Memorandum of Agreement, once approved by the Board of Regents and the Secretary of Administration, except those provisions which state herein or otherwise by law require the approval of the Governor and/or the Legislature shall be effective on the first day of the pay period following such approval.

This agreement shall remain in effect for a period of three years from the effective date. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing between January 1 and March 1 that it desires to modify or terminate this Agreement, as the case may be. Meet and confer meetings shall begin no later than sixty (60) days after said notice is received unless mutually agreed in writing by the parties.

Either party may open discussions limited to compensation issues once annually by notifying the other in writing between February 1 and March 1 of its intent to do same.

_____ PSU Director of Budget & Human Resource Services	_____ Date	_____ AFT Kansas State Federation President	_____ Date
_____ PSU Vice President for Administration & Campus Life	_____ Date	_____ AFT Kansas Director of Negotiations	_____ Date
_____ PSU President	_____ Date		
_____ Chair, Kansas Board of Regents	_____ Date		
_____ Secretary, Department of Administration	_____ Date		

Pittsburg State University
**Summary of Modifications to the
2007 PSU and AFT-Kansas Service & Maintenance Employees
Memorandum of Agreement (MOA)**
April 2, 2014

In February, 2014, classified employees voted in favor of converting from State of Kansas Civil Service to University Support Staff (USS) effective with the start of Fiscal Year 2015. Conversion was approved by the Kansas Board of Regents on March 12, 2014. With the movement from Civil Service, PSU will now be responsible for decisions previously made at the state level. PSU currently has an agreement with AFT-Kansas and University Police Officers. PSU is requesting unilateral approval of the following modifications to the current MOA to implement changes that will be applied to PSU USS employees who are not covered by an MOA. These modifications recognize the transfer of authority and responsibility from the state level to the local level as well as enhancements effective with the conversion to USS.

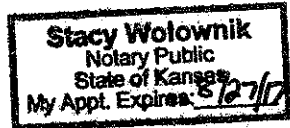
1. Instead of the State of Kansas Division of Personnel Services, PSU will notify the AFT-Kansas State Federation President when it approves classification actions affecting a unit position. See MOA Article 3 – Recognition.
2. Due process rights and disciplinary actions will be administered according to the USS policy approved by KBOR on 3/12/2014, pages 47 – 52.
 - a. See MOA Article 5 – Employee Rights, Section 3 – Employee Discipline and Right to Representation and Section 4 – Length of Service.
 - b. See MOA Article 14 – Grievance Procedure.
3. Total time credited for Length of Service will include classified and university support staff service. See MOA Article 5 – Employee Rights, Section 4 – Length of Service.
4. Personnel files will be maintained following University policy approved by KBOR on 3/12/2014, page 38. See MOA Article 5 – Employee Rights, Section 5 – Personnel Records.
5. Holiday credit (the paid time for a holiday when it is not worked) does count toward the calculation of overtime eligibility for non-exempt employees. See MOA Article 8 – Hours and Work, Section 2 – Overtime, Compensatory Time and Additional Hours.
6. Wages for unit members shall be determined according to the USS policy approved by KBOR on 3/12/2014, page 18. See MOA Article 9 – Wages and Benefits, Section 1 – Pay Plan.
7. Longevity pay will be paid according to the USS policy approved by KBOR on 3/12/2014, page 18. See MOA Article 9 – Wages and Benefits, Section 6 – Longevity.
8. PSU will determine position classifications based on the Salary and Title Management Plan that will be developed in 2 to 4 years.
9. Meetings or requests for information will involve the appropriate Vice President or Department Head (President's Division) instead of the Appointing Authority as follows:
 - a. Due process meeting for disciplinary action. See MOA Article 5 – Employee Rights, Section 3(C) – Suspension, Demotion and Termination.
 - b. Requests for personnel file information. See MOA Article 5 – Employee Rights, Section 5 – Personnel Records.

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- c. Position reclassifications. See MOA Article 9 – Wages and Benefits, Section 8 – Position Reclassification.
- d. Requests to use sick leave instead of vacation leave and denial of the use of sick leave if employee does not provide proof as requested. See MOA Article 10 – Leaves, Section 3 – Sick Leave.
- e. Requests for job injury leave. See MOA Article 10 – Leaves, Section 6 – Job Injury Leave.
- f. Requests for leave without pay for more than 30 days. See MOA Article 10 – Leaves, Section 7 – Leave Without Pay.
- g. Request for mediation. See MOA Article 14 – Grievance Procedure, Step 4.

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Changed Approved effective BY 2015
Sen James
4/9/14



State of Kansas
County of Crawford

Signed or attested before me on April 9 of 2014

A handwritten signature in black ink that reads "Stacy Wolownik".

Stacy Wolownik, Notary
My appointment expires August 27, 2017