

MEMORANDUM OF AGREEMENT

between

THE UNIVERSITY OF KANSAS AND  
THE BOARD OF REGENTS

and

THE KANSAS ASSOCIATION OF PUBLIC EMPLOYEES  
(Representing Graduate Teaching Assistants  
at the University of Kansas, Lawrence)

May 6, 2010

# MEMORANDUM OF AGREEMENT

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## **ARTICLE 1**

### Preamble

Section 1: This agreement is entered into by and between the University of Kansas and the Board of Regents of the State of Kansas, hereinafter collectively referred to as "the employer" or "the University," and the Kansas Association of Public Employees, hereinafter referred to as "KAPE" or "the employee organization."

Section 2: It is the intent and purpose of this agreement to promote a harmonious and cooperative relationship between the employer and the employees in the appropriate certified employee unit within the framework provided by the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq. ("PEERA").

## **ARTICLE 2**

### Recognition

Section 1: For the purpose of resolving grievances and meeting and conferring about conditions of employment, the employer recognizes KAPE as the exclusive representative for the unit found appropriate and certified on April 27, 1995, by the Public Employee Relations Board ("PERB") in case number 75-UC-1-1992.

Section 2: As certified by PERB, the unit consists of all graduate teaching assistants employed by the University of Kansas, except those excluded as provided in the following section (unit members shall hereinafter be referred to as "GTAs" or "employees").

Section 3: Positions excluded from the unit shall be any GTAs who are employed in managerial, supervisory or confidential positions, and all positions other than that of graduate teaching assistant.

Section 4: Should the University determine that any person employed as a GTA should be excluded from the unit, the University shall provide KAPE with the name, position, and duties of the position which would indicate it should be excluded. If KAPE agrees with the University in its assessment, KAPE and the University shall submit a joint petition for unit amendment to PERB requesting the amendment. If KAPE and the University disagree on the exclusion, the University may petition PERB for a unit clarification order, and no change in unit status of any employee shall occur until such an order is issued by PERB.

### **ARTICLE 3**

#### **Non-Discrimination**

Section 1: The employer acknowledges and understands that PEERA prohibits the employer from discriminating or retaliating against any employee for exercising the rights granted to the employee by PEERA.

### **ARTICLE 4**

#### **KAPE Rights**

Section 1: Employee Rights: GTAs shall have the right to join and participate in the employee organization. In accordance with state law, GTAs also shall have the right to refuse to join or participate in activities of the employee organization.

Section 2: Dues Deduction: The employer agrees to deduct from regular payroll warrants of each GTA who has submitted a written authorization-assignment, the appropriate KAPE membership dues in accordance with procedures established by the University and the Division of Accounts and Reports.

Section 3: KAPE Representatives: Representatives of KAPE will be permitted to come on the employer's premises for the purposes of investigating and discussing grievances or alleged violations of this agreement with the appropriate KAPE officer, employer representative, and/or affected employee(s), only after first notifying the director of Human Resources and Equal Opportunity or the director's designee(s). Representatives of KAPE will not meet with an employee during the employee's assigned work times (including that employee's class periods and scheduled office hours) and will not meet with an employee in an area in which the meeting is likely to cause disruption of the assigned work of that or any other employee.

Section 4: Authorized Personnel: KAPE shall provide the employer with a current list of its representatives accredited by KAPE. The employer shall provide KAPE with a current list, including work telephone number, of the director of Human Resources and Equal Opportunity and the director's designee(s).

Section 5: Bulletin Boards: KAPE shall be allowed to post KAPE-related materials on general use bulletin boards on campus. KAPE is responsible for timely removal of all KAPE-related materials posted by KAPE and its unit members. No material may be posted which reflects unfavorably on the employer or any individual employee. KAPE will provide copies of all materials to be posted on bulletin boards to the director of Human Resources and Equal Opportunity.

Section 6: Notification of Representation: The appointment form provided to each GTA shall state, "The Kansas Association of Public Employees (KAPE), Local #6403, has been certified by the Public Employee Relations Board (PERB) as the exclusive employee representative of graduate teaching assistants for the purpose of meeting and conferring about conditions of employment and for the purpose of resolving grievances, as provided in K.S.A. 75-4321, et seq. KAPE may be contacted by calling 1-800-232-KAPE or at <http://ks.aft.org/gtac>."

A: Upon request, the University agrees to provide KAPE by August 5th (or the nearest work day) a listing of the home addresses for new GTAs whose appointment offers have been received in the Office of Graduate Studies by July 31. GTAs who have exercised their FERPA privacy rights will be excluded from the listing. The University also agrees to allow KAPE to set-up an informational table in the public area adjoining the registration area for the teaching conference for new GTA orientation conducted by the Center for Teaching Excellence at the beginning of each semester. The activities of KAPE shall neither prohibit flow of traffic nor impede registration activities. The University also agrees to announce at the teaching conference the time, date, and location of a KAPE informational meeting.

B: The University agrees to annually and upon ratification of a revised Memorandum of Agreement (MOA), notify all faculty and graduate teaching assistants of the location of the MOA on the home page of Human Resources and Equal Opportunity at [http://www.hreo.ku.edu/files/documents/gta\\_moa.pdf](http://www.hreo.ku.edu/files/documents/gta_moa.pdf) . If the University changes the location of the MOA, an email notification shall be sent to all faculty, KAPE, and graduate teaching assistants with instructions to the new location.

## **ARTICLE 4A**

### University Rights

Section 1: The University and the Board of Regents retain and reserve all rights, powers, authority and responsibility vested in them, whether exercised or not, to manage the University. This agreement shall not limit, restrict or modify the right to manage, and all rights inherent therein, except as expressly modified by the terms of this agreement. The right to manage shall include but not be limited to the right to:

- A. manage and direct the work of University employees;
- B. hire, promote, demote, transfer, assign and retain employees in positions within the University;
- C. discipline, suspend or discharge employees for proper cause;
- D. maintain the efficiency of governmental operations;

- E. relieve employees from duties or lay off employees because of lack of work, lack of funds or for other legitimate reasons;
- F. determine the methods, means and personnel by which operations are to be carried out and determine the size and composition of the work force;
- G. determine the mission and goals of the University and the method and means necessary to fulfill the mission and goals, including the right to alter, curtail, or discontinue any goal, service, or program;
- H. establish reasonable work rules;
- I. plan, govern, and control the University as permitted by law;
- J. determine the financial policies and procedures of the University;
- K. determine the control and use of University buildings, property, material and equipment;
- L. determine degree programs and requirements, course offerings and schedules, standards and procedures for admission to programs, and all other academic standards, policies and procedures;
- M. operate the University in accordance with all applicable federal and state laws;
- N. take all other actions as the University and the Board of Regents deem necessary to carry out the mission of the University.

The foregoing enumeration of the management rights of the University shall not be determined to exclude other rights granted by state or federal law or by the constitutions of Kansas or the United States. Further, this agreement is not intended to supersede any subject controlled by state or federal law, or to deny employees of the University of any rights afforded to them by statute except as expressly waived by the terms of this agreement.

## **ARTICLE 5**

### Appointments

Section 1: Term of Appointments: GTA appointments shall be for a specified period of time, up to one academic year (not including the summer session), as determined by the department offering the appointment and as stated in the written appointment form. Appointments may be for less than one academic year. In no event shall a GTA have an expectation of, or right to, continued employment beyond the time stated in that GTA's then current appointment form. Non-renewal of a GTA appointment shall not be subject to review under any grievance or appeals procedure established in this agreement or by any other University rule, regulation or policy.

When making appointment decisions, departments will take into consideration any written provisions for financial support communicated to the GTA at the time he/she was admitted for graduate studies, provided that the GTA has performed satisfactorily, has met all of the requirements for holding a

GTA appointment, and, as determined by the department, it remains in the department's best interests to appoint the individual.

Individuals who are being reappointed as GTAs, regardless of whether the appointment is for an academic year or a shorter period, shall begin work on the first day of classes of each semester for which they are appointed, unless notified by the GTA's department of earlier required assignments. Attendance at GTA orientation prior to the start of the semester is required as a condition of employment for any person who has not previously served as a GTA at the University of Kansas or for any returning GTA who has been identified as needing to attend GTA orientation. Work requirements for each semester shall end on the deadline date for turning in course grades.

Section 2: Conditions for Holding GTA Appointments: No person shall hold an appointment as a GTA during the academic year (not including summer sessions) unless all of the following conditions are met:

- A. During the term of appointment, the person is admitted to and enrolled in a graduate degree program offered by the University of Kansas.
- B. During the term of appointment, the person is enrolled in no less than six (6) graduate credit hours per semester or other credit hours as required for the degree and as approved by Graduate Studies or the Dean's Office of the College of Liberal Arts and Sciences as appropriate.

B.1. Enrollment and Medical Leave: However, should the person be unable to enroll in six graduate or other approved hours for reasons of medical condition or other hardship, that person may, with supporting documentation and the approval of the department of employment (and department of study in cases in which the two are different), petition the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate that this requirement be waived. Final approval rests with the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate.

B. 2. Enrollment and Post Comps: Upon successful completion of the doctoral comprehensive examination and all other Graduate Studies and departmental requirements for candidacy to the doctoral degree and upon completion of eighteen post-comprehensive credit hours, the person may enroll in one or more dissertation, thesis, or equivalent credit hours as approved by the Graduate Studies Office or the Dean's Office

of the College of Liberal Arts and Sciences as appropriate to qualify for a graduate teaching assistant appointment.

- C. During the term of appointment, the person is in good academic standing and making satisfactory progress toward a graduate degree, as determined by the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate and the department in which the person is enrolled.
- D. The person has satisfied any and all English proficiency criteria established by the Regents and/or the University.
- E. During the term of the appointment, the person's assigned duties consist primarily of direct involvement in classroom or laboratory instruction.
- F. The person has satisfactorily completed all components of the orientation and training as specified in section 7 of this article within timeframes established by the University.
- G. The department may require a graduate teaching assistant to be on campus to assume the responsibilities of his/her employment, not to exceed five weekdays (excluding weekend days) prior to the first day of classes each semester.
- H. The person must successfully pass a background check as established by the University.

If, during the term of the appointment, a GTA fails to meet any of the above conditions, the appointment may be terminated immediately without further review or appeal under any grievance or appeal procedure established in this agreement or by any rule, regulation or policy of the University. Departments may establish more stringent conditions for appointment, but the above shall be the minimum mandatory conditions for holding a GTA appointment.

Section 3: Appointment Forms: The appropriate academic department will prepare three originals of a proposed appointment form, in either paper or electronic format, which specifies the appointment title, appointment percentage, effective dates, and salary level. The form will also identify a person or office to contact for information regarding benefits associated with the appointment.

The appointee will sign all three forms, retain one, and return two to the department in which the appointee is to work, indicating acceptance of the appointment. Two signed forms of the proposed appointment will then be forwarded to the Dean of the College of Liberal Arts or the Graduate Studies

Office as appropriate for approval. No GTA appointment shall be binding upon the University until the appointment form has been approved and signed by the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate. The Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate will send a final approved copy to the GTA, signifying that the appointment is approved.

All appointment forms will indicate that the appointment is governed by and subject to the provisions of a memorandum of agreement between KAPE and the employer.

Section 4: Appointment Percentage: GTA appointments shall not normally exceed 50% or .50 FTE, with the expectation that the assigned duties of the appointment will average no more than 20 hours per week during a semester, including but not limited to in-class and office hours. For appointments at levels other than 50% or .50 FTE, the number of hours per week will be proportional to the percentage of appointment. Any appointment above 50% or .50 FTE must be approved by the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate in advance of the offer. Appointments above 50% will be approved on a semester-by-semester basis.

Section 5: Limit on Number of Appointments: The employer and the union agree that the positions in this bargaining unit are designed to provide employment in teaching to individuals seeking advanced degrees at the University of Kansas. As such, these positions are not intended to be career employment, and are therefore subject to limitations on their number of years' duration. The parties agree that limitations on the duration of GTA appointments is a management right unilaterally established by the University administration.

The University acknowledges that graduate students begin their doctoral degree programs possessing varying levels of undergraduate or graduate degrees. The Graduate Studies Office and the Dean's Office of the College of Liberal Arts and Sciences will establish time limitations on GTA appointments taking into account those beginning degree differences.

Any department chair may seek a waiver of University-established limitations by contacting the Graduate Studies Office or the Dean's Office of the College of Liberal Arts and Sciences as appropriate in writing with an explanation of the circumstances under which the waiver is being requested. Appointment on a semester-by-semester basis as a lecturer may be offered in these circumstances.

Section 6: Performance of Duties as Instructed: GTAs shall perform their duties in accordance with the instructions of their supervisors, departments, and/or schools and in adherence to University and Board of Regents policies. General instructions shall be reduced to writing and provided to the GTA at least five (5) week days in advance of their first meeting of the assigned class, or given orally, then reduced to writing, and provided to the GTA within a reasonable time thereafter. When required, GTAs shall adhere to departmentally approved course outlines or syllabi, shall use the approved texts, and other instructional materials, shall meet with their supervisors upon request, shall maintain office hours, shall administer tests or other graded activities in accordance with instructions of the GTAs' supervisor, department or school. GTAs shall hold their classes at the assigned times and places. GTAs shall grade class materials and submit grades in accordance with department and University policies and instructions. All absences from assigned classes must be submitted in advance for approval by the department (other than for illness or emergency situations, in which case the GTA must provide a written explanation to the supervisor) and arrangements must be made for the class to be covered in accordance with the departmental policies.

The University agrees to provide KAPE with a copy of new policies and with changes to existing policies that are promulgated by the Office of the Provost and Executive Vice Chancellor regarding GTA benefits as described in Article 7, eligibility for GTA appointments, and hours and wages prior to the implementation of the policy or change. For State and Board of Regents new policies or changes regarding GTA benefits as described in Article 7, eligibility for GTA appointments, and hours and wages, notice will be provided within fourteen (14) calendar days of the University implementation, whenever possible.

Section 7: Orientation and Training: GTAs shall be required to attend all orientation and training sessions designated as mandatory by either the University or the school or department in which the GTA is appointed. Attendance at such sessions shall be part of the GTA's assigned duties. If GTAs are required by their departments to enroll in an orientation and/or training course for credit in order to hold GTA positions, the University shall pay all tuition and campus fees for one such required course per GTA, but the time spent in class and in doing work for the course for credit shall not be considered part of the GTAs' assigned duties.

Section 8: Evaluation: GTAs shall obtain course evaluations from students enrolled in their courses in accordance with department, school, University and/or Regents policies or requirements.

Each department or school shall evaluate its GTAs each semester using a method to be determined by the school or department. As deemed appropriate by the department, the method may be as informal as one-on-one meetings with the appropriate supervisor or reviews of student course

evaluation results, or may be more formal and structured. Such evaluations shall be based on the performance of duties communicated to the GTA in accordance with Section 6 of this article and upon adherence to applicable published University and Board of Regents policies. If a written evaluation is used, the GTA shall receive a copy of the evaluation. Each GTA shall receive a formal, written evaluation at least once during his/her employment as a GTA. Criteria under which the GTA will be evaluated and method of evaluation shall not be subject to grievance under any grievance or appeal procedure established in this agreement or under any other grievance or appeal procedure available within the University. A GTA who asserts that the evaluation was based on factors other than performance of duties and adherence to applicable published University and Board of Regents policies or if the evaluation has an overall rating of unsatisfactory may grieve and/or appeal the results under the grievance procedure established within this agreement.

Section 9: Termination of Appointment for Enrollment or Fiscal Reasons: If, in the judgment of the department, school or University, enrollments are insufficient to justify offering a section to which a GTA has been assigned, the University may reassign the GTA to other appropriate duties for the semester and may terminate the GTA's appointment at the end of one semester.

If the department in which a GTA is appointed lacks sufficient funds to pay the GTA, the University may terminate the GTA's appointment at the end of one semester.

If the GTA's position is funded by a source other than the State of Kansas and the funding is no longer available, the University may terminate the GTA's appointment at the end of one semester.

If the GTA's position is funded by revenues generated within the program in which the GTA works, and, in the judgment of the program, inadequate revenue exists to continue funding the GTA's position, the University may terminate the GTA's appointment at the end of one semester.

If a GTA's appointment is terminated for any of the reasons listed above, the termination shall not be subject to review or appeal under any grievance or appeal procedure established in this agreement or by any University rule, regulation or policy. Each semester KAPE may request and will be provided a report of the number of GTA terminations for the reasons specified in this section of the MOA.

GTA's who have signed a letter of appointment, and subsequently have their appointment canceled as provided above, shall receive for one semester their wages, tuition, and campus fee waiver as provided in this memorandum of agreement.

Section 10: Approved Medical Leave and Return to Work: GTAs with a medical condition that necessitates an absence of more than a week from assigned responsibilities shall request unpaid leave with appropriate medical documentation. Such unpaid leave of absence shall be requested in writing from the department/school by the GTA or a representative in advance of taking the leave, unless the illness or injury precludes advance notice. The request for leave without pay must be reviewed and approved by the department/school, the Graduate Studies Office, and by the Department of Human Resources and Equal Opportunity before being granted, but approval shall not be withheld if appropriate supporting medical documentation is provided. If additional documentation is needed, the GTA or authorized representative from the department/school will be notified and given reasonable time to provide the documentation. Failure to request a leave of absence or to have a leave of absence approved according to this provision shall result in the placement of the GTA on leave without pay or the termination of the GTA's appointment. Failure of the GTA to return to work from an approved leave of absence within the timeframe specified by the University shall result in termination. Such terminations shall be subject to review or appeal under the grievance procedure established in this agreement. If it is medically impossible for the GTA to request a leave of absence or to have a leave of absence approved according to this provision, the GTA will be placed on leave without pay until a final determination is made regarding the GTA's medical status. An employee on an unpaid leave of absence may return to work prior to the expiration of the leave only upon receiving approval of his or her immediate supervisor and the department and after providing a release to return to work from his or her health care provider. Such leave shall not extend the duration of an employee's appointment.

## **ARTICLE 6**

### Wages

Section 1: The University shall establish for the University's GTAs a merit salary pool when funds are available with the same percent average increase as that provided to University faculty unless the Legislature imposes specific restrictions or limitations on expenditures for GTA salaries. The merit pool is determined by taking all budgeted GTA salaries times the average faculty percent increase stated above. The merit increase received by any individual returning GTA will be based on the provisions of Section 2 below and on the previous evaluation of performance for that GTA.

During times of budgetary constraints, GTAs with active appointments will not be subject to furlough or salary reductions.

Section 2: Except as provided for in Section 3, any salary increases provided to GTAs will be provided on a merit basis rather than an across-the-board basis. A GTA whose appointment is renewed within the same department in which the GTA taught the previous semester (excluding summer

sessions), will be deemed to have performed at a level sufficiently meritorious to entitle the GTA to two-thirds of the authorized departmental average percent merit increase. The authorized departmental average percent merit increase when funds are available may vary from department to department and the dean of the school to which the academic unit reports shall determine what the average merit increases for the various departments should be. Additional merit salary increases may be made at the discretion of the department, acting within the budget parameters provided to the department by the University, based upon its evaluation of the GTA's performance.

If, after addition of the departmental recommendation for merit, the salary for an individual GTA falls below the minimum amount, the GTA's salary will be increased to the minimum amount stated in Section 3, below. The funds for bringing GTAs up to the minimum amount will be taken from a source other than the merit salary pool.

Section 3: Each GTA with an appointment of 50% for the academic year will have a base minimum salary in accordance with the following schedule, beginning the first academic year following the ratification of this agreement:

|  |             |
|--|-------------|
| First Academic Year:                             | \$12,500.00 |
| Second Academic Year:                            | \$12,750.00 |
| Third Academic Year<br>and all subsequent years. | \$13,000.00 |

Each GTA with an appointment of less than or greater than 50% and/or less than an academic year will be paid on a pro-rata basis of the minimum amount. Nothing in this section prohibits the University from paying a GTA salary above these minimum amounts.

## **ARTICLE 7**

### Benefits

Section 1: Health Care Benefits: The University will provide to GTAs the optional health insurance program as authorized by and subject to the conditions or restrictions imposed by the Kansas Board of Regents. International, non-citizen GTAs are required to participate in the health insurance program or to provide proof of alternate health insurance.

Section 2: Payment of GTA campus fees by the University: The University shall pay GTAs' required campus fees for three credit hours per semester in accordance with the table and restrictions set forth below.

| <u>Percentage appointment</u> | <u>Percentage of campus fees for three credit hours paid by University</u> |
|-------------------------------|--|
| 40 to 50%                     | 100%   |
| 30% but less than 40%         | 75%  |
| 20% but less than 30%         | 50%  |
| 10% but less than 20%         | 25%  |

Section 3: Payment of GTA Tuition by the University: The University shall pay GTAs' tuition to attend the University of Kansas as follows:

| <u>Percentage appointment</u> | <u>Percentage of tuition paid by University</u> |
|-------------------------------|---|
| 40% to 50%                    | 100%  |
| 30% but less than 40%         | 75%   |
| 20% but less than 30%         | 50%   |
| 10% but less than 20%         | 25%   |

Staff rates shall be assessed to employees first before applying the tuition waiver. GTAs must pay required campus fees (except that portion that the University pays in accordance with Section 2 above) and any applicable off-campus area service fees in full. If, for any reason, a GTA resigns or abandons his or her position during the semester, or his or her appointment is terminated during the semester, the GTA shall be required to pay resident or non-resident tuition and fees for that semester, as appropriate given the GTA's residence status as a student who does not hold a GTA appointment.

## **ARTICLE 8**

### KAPE Access to GTA Names and Addresses

Section 1: On the thirtieth calendar day after the first day of class each fall and spring semester during the academic year, the University shall provide KAPE with a list in electronic and paper form containing the length of service, name, and home address of each person holding a GTA appointment as of that point in the semester, except that the University shall not provide the requested information of any GTA who has exercised the right granted by the Family Educational Rights and Privacy Act to direct the University not to disclose directory information. The Department of Human Resources and Equal Opportunity shall provide this list to KAPE, and any requests for or questions about the list shall be directed to the Department of Human Resources and Equal Opportunity. This list shall be provided at no cost to KAPE.

The University also shall provide KAPE with a copy of the University of Kansas telephone directory when available at no cost to KAPE. This directory shall be mailed to the KAPE office within 30 days of its campus distribution.

Section 2: Neither the Regents, the University, any department of the University, nor any employee of the University shall have any obligation to provide any compilation or list of names and addresses or telephone numbers of GTAs to KAPE or any unit member other than the list described above, except as provided by law and University policy.

Section 3: If KAPE desires additional information from the employer, it shall request such information in a written request directed to the Department of Human Resources and Equal Opportunity. If the requested information is contained in a record, which is an open record as defined in the Kansas Open Records Act, KAPE shall pay the University's approved charge for accessing, compiling and copying open records, prior to receiving the requested information. If the University determines that the requested information is not an open record, and/or determines that it does not desire to provide the information to KAPE, the University shall notify KAPE of that determination, and, if KAPE still believes that it is entitled to receive the requested information, it shall have the right to pursue remedies provided by law to seek disclosure of the information.

## **ARTICLE 9**

### **KAPE Use of Facilities**

The University shall make University facilities available to KAPE in accordance with procedures contained in Guidelines for University Events and Registered Organizations as amended from time to time by the University Events Committee. The guidelines are available to KAPE on the Student Involvement and Leadership Center website. KAPE agrees to comply with said Guidelines in its use of University facilities. If the Student Involvement and Leadership Center changes the location of the guidelines, an email notification shall be sent to KAPE with instructions to the new location.

## **ARTICLE 10**

### **No Interference**

Section 1: GTAs shall not conduct any KAPE activity or business during work time or in the workplace, except as specifically authorized by the provisions of this agreement.

Section 2: State equipment and materials shall be used only for official state business, and shall not be used for KAPE business or activities.

## **ARTICLE 11**

### Personnel Files

Section 1: All personnel files and records are the property of the University.

Section 2: GTAs' official personnel files shall be maintained in the department or school in which they work.

Section 3: Written documents will not be used in terminations of appointment or suspensions without pay unless they are contained in the GTA's official personnel file and either contain the employee's initials as evidence of the employee's acknowledgment of the document's existence or evidence that presentation of the document was attempted.

Section 4: Upon written request, a GTA shall, within a reasonable time and in the presence of a designated management representative, have the opportunity to review and/or copy his or her official personnel file. However, GTAs shall not be entitled to review or copy any confidential letters or material, including, but not limited to, letters of reference or recommendations for awards.

## **ARTICLE 12**

### Disciplinary Action

Section 1: The University may initiate disciplinary action against a GTA for cause at any time during the term of the GTA's appointment. Performance-related problems and/or misconduct may result in formal disciplinary action which shall be accomplished through the evaluation process contained in this agreement and/or through a letter of disciplinary action. The results of an unsatisfactory evaluation may be appealed in accordance with the terms contained in Article 5, Section 8 and Article 13 of this agreement. Formal disciplinary action shall include suspension without pay or termination of appointment. Progressive discipline is encouraged but not required; however, the employer shall apply the least severe discipline possible, as determined by the employer, which fits the offense and reasonably will accomplish the desired alteration of conduct. Any disciplinary action shall state in writing the reason for the disciplinary action.

Section 2: GTAs may seek review of any formal disciplinary action under the grievance procedure contained in this agreement. As an alternative, the GTA shall have the opportunity to submit a written response within 30 days of receiving notification of a disciplinary action, and such response shall be retained in the GTA's personnel file. Suspension without pay or termination of appointment shall not

be effective until the GTA has either exhausted the procedure for review available under the grievance procedure or has waived the right to utilize any step of the grievance procedure (either by expressly waiving such right, or by failing to make a timely filing at any step of the procedure). At the discretion of the University, a GTA may be reassigned to different duties or placed on leave with pay pending the opportunity to seek a review of a disciplinary action. The decision to assign the GTA to different duties or place the GTA on leave with pay during an investigation conducted relative to a possible disciplinary action shall not be subject to review or appeal under the grievance procedure contained in this agreement or under any other grievance or appeal procedure of the University.

Section 3: The University recognizes the GTA's right to representation during investigatory meetings that may lead to formal disciplinary action. The GTA may request representation prior to or during these meetings, and will not be disciplined for making such a request. This section does not apply to non-disciplinary meetings or discussions between a GTA and his/her supervisor for the purpose of mentoring, instruction, performance feedback and/or performance evaluation, or counseling. However, if during the course of a non-disciplinary meeting the GTA has a reasonable belief that the meeting has become investigatory, they may stop the meeting and request representation. Absent mutual agreement, investigatory meetings will not be delayed longer than 1 work week to obtain representation. At the request of the GTA, the University shall make documents serving as the basis for the formal disciplinary action available to KAPE.

### **ARTICLE 13**

#### **Grievance Procedure**

Section 1: A "grievance" is defined as a statement of dissatisfaction by a public employee, supervisory employee, employee organization or a public employer concerning interpretation of a memorandum of agreement or traditional work practice.

Section 2: As used in this article, "days" are defined as those week days during which classes are in session or regularly scheduled final exams are being conducted at the University, including summer sessions.

Section 3: During the pendency of a grievance, the grievant shall fulfill all assigned duties and responsibilities, unless directed otherwise by the University.

Section 4: This grievance procedure, and subsequent legal appeals from such administrative decisions, shall be the sole and exclusive remedy for adjustment of any grievance arising from the application or interpretation of this agreement. If, during the pendency of a grievance, all or part of the

grievance becomes the subject of a federal, state, university or local law enforcement investigation or proceeding, the University, at its discretion, may elect to suspend the grievance proceeding until such time as the law enforcement investigation or proceeding is completed.

Section 5: The parties may mutually agree to extend the deadlines established herein. The party seeking to extend the deadline shall request such an extension at least 24 hours in advance of the scheduled event. The request shall describe the length of the extension sought and a brief explanation of the reason. Requests for extensions may be made via telephone, fax, electronic mail, mail or in person and shall be made to the appropriate supervisory employee or the grievant. Requests for extensions shall not be unreasonably denied. The party requesting the extension shall forward written confirmation of the request for and receipt of the extension to the appropriate supervisory employee or grievant with a copy provided to the director of Human Resources and Equal Opportunity.

Section 6: Procedure: Failure to pursue the grievance at any level of the procedure within the appropriate time lines, and any agreed upon extensions, shall be considered a waiver of the right to proceed to any other step of the grievance procedure.

Step 1: Within ten (10) days of the occurrence of the event giving rise to the grievance, the grieving party shall orally discuss the matter with the employee's immediate supervisor in an attempt to resolve the grievance at the lowest possible level. An immediate supervisor may be either a department chair (or designee) or the dean (or designee) of the schools in which no chairs exist. The immediate supervisor shall respond to the oral grievance within five (5) days of the meeting with the aggrieved employee wherein the oral grievance was communicated. A failure on the part of the immediate supervisor to respond shall be considered a denial of the grievance and shall permit the grievant to pursue the grievance to the next higher level in the procedure.

Step 2: If the grievant is dissatisfied with the response of the supervisor received at step 1 of this procedure, or receives no response by the last day the supervisor may respond, the grievant may, within five (5) days, reduce the grievance to writing and submit the grievance to the immediate supervisor for a written response. The immediate supervisor shall have five (5) days in which to provide the grievant with a written reply to the grievance either granting, denying or modifying the relief sought.

Step 3: If the grievant is dissatisfied with the response received at step 2 and if the responding party at step 2 was a department chair, the grievant may, within five (5) days, submit the grievance in writing to the dean (or designee) of the school in which the employee is employed. If

the responding party at step 2 was the dean (or designee) of the school, the grievant may, with five (5) days, submit the grievance in writing to the provost and executive vice chancellor (or designee) for appeal. In either case, the dean or provost and executive vice chancellor (or appropriate designee) shall have ten (10) days to respond in writing to the grievance either granting, denying or modifying the relief sought. The decision of the dean (or designee) or, as applicable, the provost and executive vice chancellor (or designee) shall be the highest level of administrative appeal within the University. The grievant does not waive other legal remedies after following this grievance procedure.

Section 7: In grievance resolution meetings and conferences, with the exception of the oral meeting called for in Section 6 Step 1, both parties to the grievance shall be permitted to be represented by a spokesperson who may speak on behalf of and question any person speaking for or against the position of either party to the grievance.

#### **ARTICLE 14**

##### Savings Clause

Should any provision of this agreement be declared by the proper judicial authority or the Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statute, all other provisions of this agreement shall remain in full force and effect for the duration of the agreement. Any provision of the agreement which is based on any statute, whether state or federal, 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 amended or changed.

#### **ARTICLE 15**

##### Duration and Termination

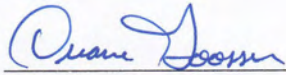
This agreement shall become effective on the first day of the month following approval by the Board of Regents and the Secretary of Administration except for those provisions of the agreement which state herein that they require, or otherwise by law require, the approval of the Governor or the Legislature. This 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 no more than six months nor less than ninety days prior to the expiration date of the agreement that it desires 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 issues or provisions in which changes are desired, and meet and confer sessions shall begin no more than thirty days after such notification is issued.

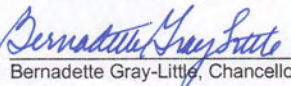
Notwithstanding the above provisions relating to initiation of the meet and confer sessions, no such sessions shall be scheduled during, or continued through, the summer months when school is in session unless the meet and confer process has reached tentative agreement for the entire Memorandum of Agreement, or unless mutually agreed upon by the University and by KAPE.

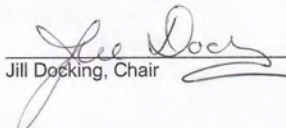
**SIGNATURE PAGE**

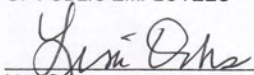
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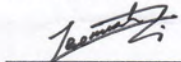
IN WITNESS THEREOF, the Employer and the Employee Organization have hereto set their hands.


  
Duane Goossen, Secretary of Administration  
State of Kansas  
Date 6-24-10

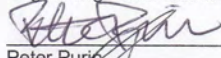
THE UNIVERSITY OF KANSAS  
  
Bernadette Gray-Little, Chancellor  
Date 5/26/2010

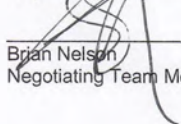
THE BOARD OF REGENTS  
OF THE STATE OF KANSAS  
  
Jill Docking, Chair  
Date 5/24/10

KANSAS ASSOCIATION  
OF PUBLIC EMPLOYEES  
  
Lisa Ochs, President, AFT-Kansas  
Date 5/17/10

  
Jeremiah Li Khan Han  
Negotiating Team Member  
Date 5/12/10

  
Kristen Lillvis  
Negotiating Team Member  
Date 5-12-10

  
Peter Pupin  
Negotiating Team Member  
Date 5/14/10

  
Brian Nelson  
Negotiating Team Member  
Date 5-13-10