MEMORANDUM OF AGREEMENT

Whereas the Union has been certified by the Public Employee Relations Board as the exclusive representative for employees of the Division of Printing in the appropriate units as hereinafter set forth, the parties do hereby agree as follows:

ARTICLE 2

UNION RECOGNITION

The Division of Printing recognizes the Union as the exclusive representative of employees in the appropriate units for the purpose of meeting and conferring and the settlement of grievances. Appropriate units shall INCLUDE all employees in the bindery, pre-press and press rooms at the State Printing Plant, but shall EXCLUDE all clerical employees, confidential employees, (and the rest). Positions classifications in the appropriate units are identified as the following, as defined in the Act under Section K.S.A. 75-4322.

Position classifications in the appropriate units are identified as follows:

Bindery

Bookbinder Senior

Bookbinder

Bookbinder Senior Apprentice

Bookbinder Apprentice

Pre-Press

Pre-Press Technician; (Basic, Speciality and Mastery levels)

Pre-Press Technician Apprentice

Press

Printing Press Operator

Printing Press Operator Apprentice

Printing Press Operator Assistant

Printing Press Operator Assistant Apprentice

ARTICLE 3

MANAGEMENT RIGHTS

Nothing in this memorandum of agreement is intended to circumscribe or modify the existing right of the Division of Printing to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with the Division of Printing; suspend or discharge employees for just cause; maintain the efficiency of governmental operation; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the Division of Printing; and to determine the methods, means and personnel by which operations are to be carried on.

Nothing in this memorandum of agreement is intended to supersede any subject covered by federal laws or by the constitution, statutes, civil service rules, regulations and resolutions of the State of Kansas.

ARTICLE 4

UNION SECURITY

The Division of Printing and the Union agree that in the event the "right to work" Kansas Constitutional Amendment ceases to be effective as a result of lawful action, the Division of Printing and the Union will meet, confer, and discuss the matter of Union Security in the State Printing Plant.

ARTICLE 5

APPROPRIATE UNIT WORK

Bindery

Section 1. Work in the bindery of the State Printing Plant, as determined by the Public

Employee Relations Board to be an appropriate units, will be performed by employees in the classifications of Bookbinder Senior, Bookbinder , Bookbinder Senior Apprentice, or Bookbinder Apprentice.

Section 2. Work performed in the bindery of the Division of Printing consists of all finishing work required on materials after leaving the pressroom.

Pre-Press (Composing and Plate)

Section 1. Work in the pre-press departments of the State Printing Plant as determined by the Public Employee Relations Board to be appropriate units will be performed by employees in the classifications of Pre-Press Technician or Pre-Press Technician - Apprentice.

Section 2. Work performed in the appropriate units provides high quality, professional typesetting according to standard trade practices, until the material is ready for the press, and copy and file preparation, , stripping, layouts, platemaking, (analog and digital). This includes the knowledge and proper use of software to enter and edit material to be printed, retrieve files using an FTP protocol, convert various types of electronic files, archive files for retrieval later, create an unlimited number of page masters with automatic page numbering, crop-and-scale graphics, building PDF files, and proofreading for specific job needs. Equipment used includes various types of computer equipment, both color and black-and-white laser printers, image setter for producing negatives, and color proofing device.

Section 3. The Division of Printing and the Union agree that in the event new equipment, machinery, or processes are substituted for, or an evolution of, present pre-press equipment, machinery or processes, employees in the classification of Pre-Press Technician and Pre-Press Technician Apprentice in the appropriate units of the Division of Printing may be afforded an opportunity to obtain satisfactory performance levels on such equipment, machinery, or processes.

Press

Section 1. Work in the pressroom department of the State Printing Plant as determined by the Public Employee Relations Board to be an appropriate units will be performed by employees in the classifications of Printing Press Operator, Assistant Printing Press Operator, Assistant Printing Press Operator Apprentice, Printing Press Operator Apprentice.

Section 2. Work performed in the appropriate units (pressroom department of the Division of Printing) consists of all printing presses including offset presses and their associated devices.

The Division of Printing reserves the right for management or the customer to determine the format of any job including indication of type size, faces, measures, reading proof, press operations, or bindery operations. Notwithstanding the above, position descriptions for composing and plate will be combined to represent consolidation of job duties.

ARTICLE 6

WORK WEEK AND OVERTIME

Section 1. The regular work week for full-time employees in the appropriate units shall be thirty-seven and one-half (37 1/2) hours, to be worked in five consecutive work days (or nights) of seven and one-half (7 1/2) hours per shift.

The normal work week shall be Monday through Friday. When change in the work week is made, the Division of Printing agrees to notify employees of the change, by posting, a minimum of eight (8) days prior to the change. An employee shall not be required to work overtime on the Friday or Saturday preceding a scheduled vacation of two (2) or more days.

Day hours shall be between 6:00 a.m. and 6:00 p.m. Night hours shall be between 6:00 p.m. and 6:00 a.m. Shifts that do not begin and end during day hours shall be paid at the night rate. Such night hours differential shall be paid at the rate of thirty (30) cents per hour.

Section 2. For the first four (4) hours of overtime worked on any one shift, time and one-half (1/2) the regular rate shall be paid; double (2) times the regular hourly rate shall be paid thereafter.

First 7 1/2 hours worked on Saturday paid at time and one-half (1/2) hourly rate and after 7 1/2 hours all work performed be paid double (2) times the regular hourly rate. All work performed on Sunday shall be paid at the rate of double (2) the regular hourly rate of pay.

Section 3. Overtime work shall be distributed fairly and equitably among employees in the appropriate units capable of performing the work in their respective departments and classifications.

The employee's acceptance of a voluntary overtime assignment will be indicated by his or her signature on the assignment worksheet. Mandatory overtime assignments will be listed by employee name on the assignment worksheet and posted on by the time sheet.

Twenty-four (24) hour notice will be given for weekend overtime, when in the judgment of management, such notice is possible.

All overtime--voluntary and mandatory--will be offered to full-time employees before being offered to part-time or temporary employees. In all scheduling of regular and overtime work assignments the Division of Printing reserves the right to staff departments of the appropriate units as required to fulfill the mission of the Division of Printing.

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

No employee who has properly reported for work at the beginning of his assigned shift without having been notified not to report shall be provided work for less than a full shift unless discharged for cause or at the employee's own request.

ARTICLE 7

CALL-IN AND CALL-BACK

Section 1. Employees who are called back to work after having completed their regular work shift and having left the State Printing Plant premises shall be provided a minimum of two (2) hours pay at the applicable rate.

Section 2. Employees who are called in to work on a regularly scheduled day off shall be provided a minimum of two (2) hours pay at the applicable rate.

Section 3. Call-in and call-back does not pertain to the two (2) hours immediately prior to the beginning of an employee's scheduled shift.

APPRENTICE TRAINING

Section 1. The Division of Printing and the Union agree that a training program for apprentices in the appropriate units of the State Printing Plant shall be handled by a standing committee composed of four (4) persons, two (2) representatives appointed by the Division of Printing and two (2) representatives from the appropriate units.

Section 2. The standing committee shall determine the training program for apprentices with the length of training not to exceed four (4) years for Pre-Press Technician Apprentice Printing Press Operator Apprentice, Bookbinder Senior, and two (2) years for Bookbinder and Printing Press Operator Assistant. Number of apprentices shall be not more than two (2) in each classification.

Section 3. (a) The minimum wage for Bookbinder, Pre-Press Technician, and Printing Press Operator,
Apprentices shall be in proportion to the wage of journeyman classification for day or night work as follows:

Section 4. Effective March 1, 2007, an employee's service in an apprenticeship in Pre-Press and shall count toward the employee's seniority once journeyman level status has been attained and the employee has been appointed to the journeyman level class. No retroactivity before the effective date shall be allowed.

Bindery and Pre-Press Technician Apprentice wage

First one thousand hours	55%
Second one thousand hours	65%
Third one thousand hours	70%
Fourth one thousand hours	75%
Fifth one thousand hours	80%
Sixth one thousand hours	85%
Seventh one thousand hours	90%
Eighth one thousand hours	95%

When required to work overtime, a Bookbinder Apprentice, Bookbinder Sr. Apprenticeor Pre-Press Technician shall be paid in the same proportion as Bookbinder Sr, Bookbinder, or Pre-Press Technician.

(b) The minimum wage for Printing Press Operator apprentices shall be in proportion to the wage of the Printing Press Operator for day or night work as follows:

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First one thousand hours	.8231%
Second one thousand hours	.8353%
Third one thousand hours	.8590%
Fourth one thousand hours	.8820%
Fifth one thousand hours	.9058%
Sixth one thousand hours	.9295%
Seventh one thousand hours	.9532%
Eighth one thousand hours	.9763%

When required to work overtime Printing Press Operator Apprentices shall be paid in proportion to Printing Press Operator.

(c) The minimum wage for Bookbinder Apprentices shall be as follows:

	First Six Months	Second Six Months
First Year	60%	70%
SecondYear	80%	90%
The minimum	n wage for Assistant	Printing Press Operator Apprentice

Assistants wage		
55%		
65%		
75%		
85%		

When required to work overtime, Assistant Printing Press Operator Apprentice shall be paid in proportion to Assistant Printing Press Operator.

Section 4. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

ARTICLE 9 EQUIPMENT OPERATION

Section 1. The Division of Printing and the Union agree that the minimum complement of employees on various equipment in the appropriate units shall be as listed in the chart below. The Division of Printing reserves the right to change the indicated complement of employees on various equipment in the appropriate units at its discretion.

Bindery

Cutting Machines

All cutting machines. One Bookbinder Senior to each machine.

Case Making Machines

Smythe Case Making Machine. One Bookbinder Senior to each machine.

Board Cutter

Board Cutting machine. One Bookbinder Senior to each machine.

Cloth Cutter

Cloth Cutting machine. One Bookbinder Senior to each machine.

Casing-Building In

Building-in machine. One Bookbinder Senior to each machine.

Smythe 3 Wing Casing-In Machine. Two Bookbinder Seniors to each machine.

Case Stamping

Kensall Stamping Machine. One Bookbinder Senior to each Machine.

Kluge Stamping Machine. One Bookbinder Senior to each machine.

All makes of stamping machines are to be operated by Bookbinder Senior including the hand setting of type.

Backing, Headbanding and Lining

Kolbus Rounder Backer. One Bookbinder Senior to each machine.

Headbanding and lining machines operated by a Bookbinder Senior and necessary Bookbinder.

Folding

Folding Machine. One Bookbinder Senior to each machine.

Tabletop

The following tabletop machines are to be set up and operated by a Bookbinder: Folders, collator/fold/inserters, tabbers, perforators and booklet makers in a category defined as portable equipment.

Gathering and Inserting

Automatic Inserting and Stitching Machine with trimmer attached. One

Bookbinder Senior operator and a Bookbinder as necessary.

Sheridan Gathering Machine. One Bookbinder Senior operator to each machine and necessary

Bookbinder. Over 20 pockets, an additional Bookbinder Senior may be requested.

Stripping

Brackett Stripping Machine: One Bookbinder Senior and necessary Bookbinder to each machine.

Punching, Drilling & Perforating

Punching Machine. Set and operated by a Bookbinder.

Drilling Machine. Set and operated by a Bookbinder.

Hand Fed Nygren Dahly Perforating Machine. Set and operated by a Bookbinder.

Automatic Fed Nygren Dahly Perforating Machine. Operated by a Bookbinder Senior.

Sewing and Stitching

Singer Oversewing Machine. One Bookbinder to each machine.

Smythe 12 Sewing Machine. Set and operated by a Bookbinder and a Bookbinder cut-off for 2 machines.

Stitching Machine. Side and Saddle. Set and operated by Bookbinder.

Smashing

Seybold Smashing Machine. One Bookbinder Senior to each machine.

Plastic Binding Machine

Operated by a Bookbinder and/or employee from other Graphic Communications Conference of the International Brotherhood of Teamsters Local 49C (bargaining units), other division employees (not covered by contract) may be used by mutual agreement.

Perfect Binding Machine. Operated by one Bookbinder Senior and necessary Bookbinder.

Single Sheet Collator. Operated by one Bookbinder Senior.

All bindery related equipment within the Division of Printing shall be operated only by Bookbinders and Bookbinder Seniors in the Bargaining Units.

In the event of a production crisis or unavailability of qualified journeymen the State Printer reserves the right for qualified management personnel to assist set up and operate equipment. Management has the right to receive training on any equipment.

Pre-Press (Composing and Plate)

Section 1. The Division of Printing and the Union agree that the minimum complement of employees on various equipment in the appropriate units shall be as listed in the chart below. The Division of Printing reserves the right to change the indicated complement of employees on various equipment in the appropriate units at its discretion.

PC System--software used Adobe Creative Suite 1 and 2 comprised of InDesign, Illustrator and Photoshop; Pagemaker 7.0; Photoshop 5.5; Illustrator 10; CorelDraw 12; WordPerfect 10; Microsoft Office 2003 comprised of Word, Publisher, Excel and PowerPoint; Acrobat 6 Professional including Distiller and Reader; FTP transfer; Enfocus Pitstop; Arts PDF Tools; and BarCode Pro or any hardware or software acquired due to evolution of prepress.

Unix System—Penta DeskTopPro including QualiType composition engine; DesignMaster interactive page makeup application; EditMaster text-editing application; MasterPage batch pagination; Postscript Output module.

Various software applications are used in a proficient and timely fashion to meet production needs.

Work includes using both systems to create and interactively edit files, create page files for both perfect-bound and case-bound books, retrieve files using FTP protocol, convert files for use on both systems; and archive files for later use. Correct, at customer expense, files that require additional preparation. Files are output to various printers. Create postscript and PDF files for web publication of legislative documents and transfer to high-speed reproduction equipment. Knowledge of color variations (RGB vs. CMYK), tints, screens and trapping required. Proofread for grammatical errors, punctuation, spelling, style and typefont.

CTP Platemaker

All software associated with the production of digital plates. One ----Pre-Press Technician .

Digital Proofer

All software associated with producing high and low resolution digital proofs. One -Pre-Press Technician---.

Printing Press Operator

Section 1. The Division of Printing and the Union agree that the minimum complement of employees on various equipment in the appropriate units shall be as listed in the chart below.

Section 2. In order to address variations in work volume with either the Central Duplication units or the Press - unit, the Union agrees to allow Printer II's from Central Duplication unit to perform the same equipment operation activities as indicated below for the (ASST. PRESS). Printing Press Operator Assistant.

CYLINDER PRESSES

PRESS	NO.	MINIMUM SHEET	MAXIMUM SHEET	BED OR PLATE SIZE	PRESS OPERATOR	ASST. PRESS.	BUNDLER
Goss Webb	8 3/0	12 1/2	35	23 1/16 x 35	-	*	-
Heidelberg	12 1/0	4 15/16 x 5 7/8	15 % x 22 1/8	19 15/16 x 22 7/16	1	0	0
Miehle	10 1/0	11 1/32 x 16	25 3/16 x 36	29 1/8 x 36 7/16	_	0	0
Miehle	11 1/0	11 1/32 x 16	25 3/16 x 36	29 1/8 x 36 7/16	-	0	0
Miehle	14 1/1-2/0	11 x 16	28 3/8 x 40 3	30 7/8 x 40 9/16 2+2/0-2+2/2+2 2+2/0-2+2/2+2 or less	**	1**/****	0 0
Halm Jet Envel. 3 1/0 Heidelberg 16 2/2	3 1/0	3 1/4 x 4 1/2 15 3/4 x 20 1/2	12 x 18 28 3/8 x 40 1/8	19 7/16 x 12 1/4 30 5/16 x 40 1/2		0 or 1* 1****	00
All presses 25 x 3	8 and over, with	All presses 25 x 38 and over, with more than one printing units.	its.		-	* *	0
All presses 25 x 38 and under.	8 and under.				1	0	0

**** at discretion of lead Printing Press Operator *at discretion of Supervisor

^{**}One Printing Press Operator and one helper or an assistant.

Four color process printing Two, Three & Four color (PMS) tight registration.

Heavy coverage and or with trap plates.

Perfecting short run sigs (500 impressions or less). Six sigs or more.

^{***}One Printing Press Operator, no assistant or helper

One color.

Two color spot registration.

Three and four color (PMS) spot registration.

Perfecting sigs

A. Long runs
B. Short run five sigs or less

^{**}and*** A supervisor's or operator's request for flexibility or assistance will not be unreasonably denied. When disagreement occurs, it will be resolved as provided in Sec 1 of this Article.

Asst. Printing Press Operator-Printing Press Operator, Assistant Printing Press Operator or Printing Press Operator helper.

PROBATIONARY PERIOD

Section 1. The Division of Printing and the Union agree that all original, promotional and reinstatement appointments shall be subject to a probationary period in accordance with Department of Administration Regulation 1-7-3.

Section 2. New employees in the appropriate units of the Division of Printing shall be in a probationary period for their first six (6) months of employment and may be discharged or disciplined without recourse to the grievance and arbitration provisions of this agreement.

Probationary periods may be extended, but in no case shall the total probationary period exceed one year.

Section 3. Employees who are promoted to higher classifications shall be subject to a probationary period of not less than three (3) months nor more than six (6) months. Such probationary period may not be extended.

Section 4. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

ARTICLE 11

SENIORITY

Section 1. New employees in the appropriate units of the Division of Printing shall be in a probationary period during their first six (6) months of employment and shall not be considered as having established any seniority rights until completion of the probationary period with the Division of Printing. Upon completion of the probationary period, the employee shall be credited with seniority from the last date of employment in accordance with civil service regulations.

Section 2. An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and seniority accumulation shall resume when such employee properly returns to work at the end of such leave.

Section 3. An employees seniority shall accumulate without interruption during military leave which is conformed to in accordance with applicable state and federal statutes.

Section 4. An employee's seniority shall terminate if an employee:

- (a) quits or resigns, except as provided in Civil Service Regulations concerning Reinstatement.
- (b) is discharged for just cause.
- (c) is laid off and remains off in excess of three (3) years.
- (d) fails to report to work as scheduled after approved leave of absence or layoff within five (5) working days following delivery to the employee's last known address of a certified letter from the State Director of Printing advising the employee that he or she is to be terminated if contact is not made with the Division of Printing. Responsibility for informing the Division of Printing of the employee's latest address and telephone number rests solely with the employee.
- (e) has been promoted or transferred outside the appropriate units and has passed the probationary period in the new position.
- (f) accepts other employment outside state service during an approved leave. This shall not apply to employees on approved leave without pay for up to one (1) year who are employed in full-time union or public offices.

Section 5. Seniority lists covering employees in the appropriate units shall be brought up to date annually as of July 1 and shall be posted in a conspicuous place. If an error in the seniority is noted by an employee, such error must be called to the attention of the department head within thirty (30) days of posting. The Union will be furnished a copy of the seniority list.

Section 6. Layoff and Recall. When the Division of Printing finds it necessary to reduce the number of employees because of lack of work or funds, probationary employees, except those probationary employees considered permanent for purposes of layoff under Department of Administration Regulations in the affected classifications shall be laid off first in that order. When layoff of permanent employees becomes necessary, the order of layoff shall be determined by computing a layoff score in accordance with Dept. of Administration Regulation 1-14-8. The employee with the lowest score shall be laid off first and others in ascending order of the layoff scores. The layoff score shall combine service ratings and seniority in the affected

classifications. The Division of Printing shall notify employees of layoff at least thirty (30) working days prior to the effective date of such layoff.

Employees who have been separated by layoff from the Division of Printing shall be given preference on the reinstatement list within classifications in reverse order in which they were laid off. Layoff and recall provisions do not apply to employees in the unclassified service.

Section 7. Shift preference: Shift preference of competent employees in the appropriate units of Division of Printing shall be considered, and where all factors are substantially equal, classification seniority shall prevail (employees serving a temporary appointment do not qualify for seniority rights). Employee shift changes may not be requested more frequently than each six (6) months. Shift preference requests shall be in writing and presented to the appropriate foreman.

Temporary Shift: In the event it becomes necessary for the Division of Printing to create a second or third shift on a temporary basis, the selection of employees working on such shifts shall be at the discretion of the Director of Printing. In the event the temporary shift exceeds sixty (60) days, the shift preference of the employees will prevail based upon seniority by classification. The employee shall not be required to return to a temporary shift until after a time lapse of at least one hundred twenty (120) days.

Section 8. Employees who are promoted to supervisory positions shall retain seniority in the former position until completion of the probationary period in the position to which promoted.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. Any grievance or dispute arising as to the interpretation of or application of the provisions of this agreement shall be settled in the following manner. Nothing in this article is deemed to apply to matters for which a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations.

Section 2. Step 1: The employee shall take up the grievance or dispute with the Employee's immediate supervisor within five (5) working days of its occurrence or the employee's knowledge of its occurrence. The

supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have the appropriate steward present at this step if he or she so desires.

Step 2: If the grievance has not been settled in Step 1 it shall be presented in writing by the employee to the State Director of Printing or his designated representative within (5) working days after the response from the supervisor in Step 1 above is due. The State Director of Printing or his or her designated representative shall hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have the local union representative represent him or her at this step if the employee so requests.

During this step the State Director of Personnel Services shall be informed in writing by the State Director of Printing of the nature of the grievance and may be informed in writing by the Union.

Section 3. Grievances which have not been mutually resolved in Section 2, Step 2 may be appealed in writing to arbitration by either party within ten (10) days of the date of response of the Director of Printing. If an unresolved grievance is not appealed to arbitration within ten (10) days of the date of the response of the Director of Printing, it shall be considered settled on the basis of the answer in Section 2, Step 2 of the grievance procedure.

Section 4. Arbitration. (a) A representative chosen by the Union and a representative of the Division of Printing shall meet within ten (10) days of the written appeal of the grievance to arbitration. If these parties are unable to agree on an impartial arbitrator within the ten (10) day period, the parties, acting jointly, shall request the Public Employee Relations Board for a list of five (5) persons, each qualified to act as an impartial arbitrator. The Director of Printing and the Union 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 third impartial arbitrator. The arbitrators will convene as soon as possible to render a decision.

(b) The cost of the arbitrator and the expense of the hearing, including a court reporter if requested by either party, shall be shared equally by the parties. Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator. The arbitrator shall only have jurisdiction and

authority to determine compliance with the provisions of this agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, or modify the provisions of this agreement. The decision of the arbitrator shall be advisory on both parties of this agreement.

Section 5. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be arbitrable except by mutual extension of the agreement.

Section 6. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

ARTICLE 13

NON-DISCRIMINATION

In keeping with overall policy, it is agreed by the Division of Printing and the Union that there will be no discrimination against any applicant for, or employee in, the classified service in recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of political or religious opinion or affiliation or because of race, national origin, ancestry, or any other non-merit factors. Discrimination on the basis of age, sex, or physical disability is prohibited except where specific age, sex, or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient administration or are expressly authorized or permitted by law.

ARTICLE 14

UNION MEMBERSHIP

The Division of Printing and the Union agree that public employees shall have the right to form, join, and participate in the activities of employees' organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment.

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

The Division of Printing and the Union further agree that they will not coerce, intimidate, or otherwise force any employee to join or not join the Union as a condition of employment.

UNION REPRESENTATIVES

Representatives of the Union shall be permitted to come on the premises of the State

Printing Plant if they first present proper identification to the State Director of Printing or his designated representative.

Such visits shall not unreasonably interfere with the scheduled work of the employees.

ARTICLE 16

VACATIONS

Section 1. The Division of Printing and the Union agree that vacations for employees in the Division of Printing shall be in accordance with vacation provisions of the Department of Administration regulations as they currently exist or hereafter may be changed.

Section 2. The Division of Printing shall be responsible for establishing vacation schedules in accordance with needs of the units. Choice of employee's vacation times shall be considered by the department foreman where practical, in accordance with classification seniority within the units. Vacation time requests must be presented in writing to the department foreman on or before the date required by the Division of Printing. May 1 of each year shall be the posting date. Employees may submit first request for consideration purposes through April 15.

Section 3. The Division of Printing and the Union agree that vacations for employees in the appropriate units shall be provided and taken in accordance with the following:

- (a) Major Vacation Period May 1 through October 31.
 - 1. Employees taking vacations during the major vacation period shall take a minimum of five (5) consecutive days at any one time.
- (b) Minor Vacation Period-November 1 through April 30.
 - Employees' vacation during the minor vacation period shall be at the discretion of the foreman and based upon the production workload.
 - 2. Employee vacations during the minor vacation period shall be limited to

one (1) employee from among employees in the appropriate units with no more than one (1) of these employees from the same classification.

- (c) Procedure for making annual leave requests.
 - 1. Requests for annual leave of one week or more shall be submitted to the employee's supervisor at least one week prior to the start of the requested leave.
 - 2. Requests for annual leave of one day up to one week shall be submitted at least twenty-four hours prior to usage. The only exception to this rule is same day requests for annual leave that may be authorized only if the employee arrives at work (prior to the Scheduled shift) to make the request.
 - 3. Requests for annual leave to be used for a portion of the same day, but after the start of the scheduled shift, will be granted at the supervisor's discretion. Annual leave may be taken in 15 minute blocks.

Section 4. In the event it becomes necessary for the Division of Printing to cancel an employee's previously scheduled vacation due to a production emergency, such employee shall be given five calendar days notice of such cancellation. Notice will not be required for extended and/or special legislative sessions. Canceled vacations shall be rescheduled as soon as practical.

ARTICLE 17

HOLIDAYS

Section 1. The Division of Printing and the Union agree that as a condition of employment, employees in the appropriate units shall be expected to report for work on legal holidays with the exception of the following:

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

In addition to the above holidays, the Division of Printing agrees that other holidays which may result from of official changes in the Department of Administration regulations and those designated by the Governor

as days on which State Offices will be closed, shall be considered holidays for employees in the appropriate units.

Section 2. When work is performed on any of the above named holidays double time (2) the regular hourly rate shall be paid for actual hours worked in addition to regular holiday pay. When no work is performed on any of the above named holidays regular straight time rates shall be paid. When a holiday falls on Sunday, the following business day shall be considered as a holiday. When one of the above named holidays falls during an employee's vacation, such employee shall be granted an additional day of vacation.

ARTICLE 18

STEWARD

Section 1. The Division of Printing agrees that the Union shall select one (1) steward from among employees in the appropriate units.

The Union shall maintain and provide the Division of Printing with the name of the steward selected.

Section 2. The steward shall have the right to discuss matters of employee grievances with the employees in the appropriate units and shall have the right to represent employees in discussion with management if the employee so desires. Time spent in discussion with employees and/or foreman and appropriate Union representatives shall not unreasonably interfere with work of the steward or any employee and such time shall be limited to a maximum of two (2) hours per week.

The steward shall not perform other Union duties during working hours.

ARTICLE 19

UNION LEAVE

A permanent employee in the appropriate units of the Division of Printing having a minimum of five (5) years' service or two (2) years' journeyman status with the Division of Printing may request a leave of absence, without pay, to accept a full-time Union position to which appointed or elected.

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

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

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

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

ARTICLE 20

SICK LEAVE

- (a) Each permanent and probationary employee in the classified service, excluding those who are on temporary appointments, shall be credited and accumulate sick leave as provided in this article.
- (b) The maximum sick leave credit an employee is entitled to for any payroll period shall be three and seven-tenths hours for employees paid bi-weekly.

An employee working a fraction of full time shall be credited sick leave in accordance with the table below:

Hours Worked

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

^{*&}quot;Hours worked" means hours in pay status except that overtime worked and additional payment for holidays worked and the hours of paid leave which exceeds the employees overtime threshold, are not counted in determining sick leave earned.

- (c) On the first day following each payroll period, the sick leave accrued during the previous payroll period shall be credited to employees. In no case shall overtime worked be counted in determining sick leave credited.
- (d) An employee wishing to use sick leave shall request its use in the form and at such time as prescribed by the appointing authority, as required by K.A.R. 1-9-3(a). The appointing authority or the director of personnel services may require such evidence as he or she deems necessary to establish that the employee is entitled to use sick leave credits under the circumstances of the request. When such evidence is required, it will be requested in writing and a copy furnished the union. If the employee fails to provide such evidence, the appointing authority or director may deny the use of sick leave requested. The appointing authority, with the director's approval, may require a physical examination of an employee by a physician designated by the agency at the agency's expense.
 - (e) Sick leave with pay shall be granted only for the following reasons:
- (f) Illness or disability of the employee, or of a member of the employee's family when the illness or disability reasonably requires the employee to be absent from work. Illness or disability includes pregnancy, childbirth, miscarriage, abortion and recovery therefrom. "Employee's family" includes persons related to the employee by blood, marriage or adoption, and minors residing in the employee's residence as a result of court proceedings pursuant to the Kansas code for the care of children or the Kansas juvenile offenders code;
- (g) The employee's personal appointments with a physician, dentist, or other recognized health practitioner;
 - (h) Legal quarantine of the employee; or
- (i) The adoption of a child by an employee or initial placement of a foster child in the home of an employee, when the adoption or initial placement reasonably requires the employee to be absent from work.
- (j) If an appointing authority has evidence that an employee cannot perform the employee's duties because of illness or disability, and if the employee has accumulated sick leave, and if the employee refuses or

fails to apply for sick leave, the appointing authority may require the employee to use sick leave and, upon exhaustion of the employee's sick leave, may require use of any accumulated vacation leave or compensatory credits. If the employee has exhausted all sick leave, accumulated vacation leave, or compensatory credit, the appointing authority may grant the employee leave without pay as provided in K.A.R. 1-9-6(c).

- (k) If an employee taking vacation leave becomes ill and, for all intents and purposes, is deprived of all or a significant portion of the vacation, the appointing authority, upon request of the employee, may charge to sick leave some or all of the time the employee was ill while on vacation.
- (l) Employees who are injured on the job and awarded worker's compensation shall be granted use of accumulated leave if the compensation for accumulated leave used each payroll period shall be that amount which, together with worker's compensation pay, equals the regular salary for the employee. Unless the employee requests otherwise, vacation leave credits 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 half days only.
- (m) A former employee who had unused sick leave at time of separation, and who returns to the service to a permanent position within a year shall have his or her unused sick leave returned to the employee's credit. This provision shall not apply to a person who has retired from the state service.
- (n) Persons retiring from the classified or unclassified service who have completed eight or more years of service and who have accumulated 800 hours or more of sick leave shall be compensated for a portion of the accumulation pursuant to the provisions of K.S.A. 75-5517.

ARTICLE 21

JURY DUTY; OTHER REQUIRED LEAVE

- (a) Each permanent, probationary, or conditional employee in the classified service, excluding employees appointed on a temporary or emergency basis, shall be granted leave of absence with pay by their appointing authority for::
 - (A) required jury duty; or

- (B) in order to comply with a subpoena as witness before the Civil Service Board, the Kansas Commission on Civil Rights, the United States Equal Employment Opportunity Commission, or a court.
- (2) An employee is not entitled to leave of absence with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action in which the employee is a party.
- (b) Leave with pay may be granted to a permanent or probationary employee for an appearance before a court, a legislative committee, or other public body, if the appointing authority considers the granting of leave with pay to be in the best interest of the state.
- (c) When any employee travels for a required appearance before a court, or a legislative committee, or other public body, in a state vehicle, the employee shall turn over to the state any mileage expense payments received.
- (d) Each employee granted leave under this section who receives pay or fees for a required appearance, excluding jury duty, shall turn over to the state the pay or fees in excess of \$50.00. The employee may retain any amount paid to the employee for expenses in traveling to and from the place of the jury duty or required appearance, except as provided in subsection (c) of this regulation.

MILITARY LEAVE

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

FUNERAL LEAVE

An employee may be granted leave with pay, not exceeding three (3) working days, to make arrangements for and attend the funeral of a member of his immediate family. Additional working days, not to exceed three (3), may be granted on a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would work a hardship upon the employee.

Immediate family shall be defined as spouse, child, mother, father, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren or any relative residing in the household. In special circumstances, an employee who desires funeral leave for a relative not listed above may submit a request for leave to the Director for consideration. In no event shall funeral leave exceed six (6) working days.

ARTICLE 24

LEAVE WITHOUT PAY

- (a) Requests for leave without pay shall be made to the appointing authority in such form and at such time as prescribed by the appointing authority. The appointing authority shall determine whether approval of each request is for the good of the service, and shall approve or disapprove the request. The appointing authority may require use of accumulated vacation leave and compensatory time credits, and, if appropriate, accumulated sick leave, before approval of leave without pay.
- (b) A probationary or conditional employee, excluding those on temporary or emergency appointments, may be granted leave without pay for a period not to exceed 60 calendar days for childbearing, illness, temporary disabilities, or other good and sufficient reason, when the appointing authority deems leave to be in the best interest of the service. When an appointing authority determines that granting a longer leave of absence without pay than prescribed in this subsection is in the best interest of the service, the appointing authority may request the director of personnel services to approve a longer leave, or an extension of a leave, provided the total

duration of leave shall not exceed six months. Any leave granted under this subsection that exceeds 30 calendar days shall be reported to the director of personnel services.

- (c) A permanent employee may be granted leave without pay for a reasonable period of time consistent with the effective fulfillment of the agency's duties, but not to exceed one year, for childbearing, illness, temporary disabilities, the birth of the employee's child, the adoption of a child by the employee, the initial placement of a foster child in the house of the employee, in order to care for a family member who has a serious health condition, or other good and sufficient reason, when the appointing authority deems such leave to be in the best interest of the service. Any leave that exceeds 30 calendar days shall be reported to the director of personnel services.
- (d) A permanent employee may be granted leave of absence without pay from the employee's classified position to enable the employee to take an appointive position in the unclassified service, if the granting of this leave is considered by the appointing authority to be in the best interest of the service. Leave for this purpose shall not exceed one year, but the appointing authority may grant extensions of up to one year, and the appointing authority may determine the number of extensions. Any leave, or extension, that exceeds 30 days shall be reported to the director of personnel services.
- (e) Desire of an employee to accept employment not in the state service shall be considered by the appointing authority as insufficient reason for approval of a leave of absence without pay, except under unusual circumstances.
- (f) If the interests of the service make it necessary, the appointing authority may terminate a leave of absence without pay by giving written notice to the employee at least two weeks prior to the termination date. With the approval of the appointing authority, an employee may return from leave on an earlier date than originally scheduled.
- (g)When an employee returns at the expiration of an approved leave without pay or upon notice by the appointing authority that a leave without pay has been terminated, the employee shall be returned to a position in the same class as the position which the employee held at the time the leave was granted, or in another class in the same salary range for which the employee meets the qualifications.

- (h) Failure to return to work at the expiration of an authorized leave of absence, or upon notice by the appointing authority that a leave has been terminated, shall be deemed a resignation. Such resignation shall be reported by the appointing authority to the director of personnel services in the manner provided by the director. Before terminating an employee for failure to return from leave, the appointing authority shall make a reasonable effort to contact the employee, and a summary of the steps taken to try to contact the employee shall be submitted to the director of personnel services with the resignation.
- (i) An employee currently serving a probationary period from a promotional certification or reinstatement may be granted leave without pay under the same conditions as a permanent employee, provided the employee had permanent status in the class in which the employee was employed prior to the employee's promotional appointment or reinstatement. The employee's probationary period shall be continued effective with the employee's return from leave until the total probation time actually served equals the time required under K.A.R. 1-7-4.

HEALTH INSURANCE

The Division of Printing and the Union agree that employees in the appropriate units will participate in the State of Kansas Group Health Plan as established by the State of Kansas. It is further agreed that the Division of Printing will pay that portion of the employee's premium for health insurance coverage as prescribed by the State Legislature.

ARTICLE 26

RETIREMENT BENEFITS

The Division of Printing and the Union agree that employees in the appropriate units will participate in the retirement program as provided by the Kansas Public Employees Retirement System.

SAFETY

Section 1. Safety is of mutual concern to the Division of Printing and the Union on behalf of the employees. The Union will cooperate with the Division of Printing in encouraging employees to observe applicable safety rules and regulations.

The Division of Printing shall comply with applicable federal, state, or local safety laws, rules and regulations.

No one shall be allowed to operate any machine of hazardous nature unless proper safety devices are attached. Special consideration shall be given to conditions under which cutting, embossing and stamping machines are operated.

No one shall be allowed to operate a hazardous machine on any shift unless at least one other person is in the department where the work is being performed and within seeing or hearing distance.

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

Supervisors shall see to the prompt investigation and correction of unsafe conditions. In the event the unsafe condition is not corrected, the supervisor and the employee may take the matter to the Director of Printing.

One representative from among employees in each of the appropriate units in the State Printing Plant shall be members of the State Printing Plant safety committee.

The purpose of the safety committee shall be to report and to review safety conditions and bring them, with recommendations, to the attention of the Director of Printing.

The safety committee will meet as necessary to maintain safe working conditions for employees in the appropriate units.

IMPASSE PROCEDURE

Section 1. If, in the course of future meet and confer meetings, either the Division of Printing or the Union concludes that an impasse has been reached on a remaining issue or issues, either party may request mediation of the impasse by furnishing the other party with a statement of its present position(s) in writing together with a notice of intent to request mediation. Within five (5) days of receipt of the notice, the other party may submit, in the interest of compromise, a counterproposal. Failure to submit a counterproposal within the five (5) days will constitute joint agreement to

proceed with mediation. If, after discussion between the parties of a counterproposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request mediation.

Section 2. The parties will immediately contact the Federal Mediation and Conciliation Service to furnish a mediator.

Section 3. The mediator's services will be terminated as the parties may decide, provided that the mediation period shall not extend beyond a seven (7) calendar day period unless both parties agree to a longer period.

Section 4. If mediation efforts have not resulted in agreement on the issue or issues, either party may request fact-finding by furnishing the other party with a statement of its present position(s) on the remaining issue or issues in writing together with a notice of intent to request fact-finding. Within ten (10) days of receipt of the notice, the other party may submit, in the interest of compromise, a counterproposal. Failure to submit a counter-proposal within the ten (10) days will constitute joint agreement to proceed with fact-finding.

If, after discussion between the parties of a counterproposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request a fact-finder.

Section 5. A joint application shall be sent to the Public Employees Relations Board (PERB) for a list of five (5) persons, each qualified to serve as a fact-finder.

Upon receipt of the list of five (5) persons, the State Director of Printing and the Union 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 fact-finder. The fact finder will initiate the fact-finding process as expeditiously as possible.

Section 6. The expenses of the fact finder and the cost of the fact-finding procedure shall be shared equally by the parties.

Section 7. Efforts of the fact-finder shall relate only to the unresolved issue or issues at the time of his or her appointment. The fact finder shall convene the fact finding as expeditiously as possible and present, in writing to both parties, their findings and recommendation for settlement of the issue or issues.

ARTICLE 29

NO STRIKE OR LOCKOUT

The Union agrees that during the life of this agreement, the Union, its agents, or its appropriate units members will not authorize, instigate, aid, or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Division of Printing.

The Division of Printing will not lock out any employees during the term of the agreement as a result of a labor dispute with the Union.

"Strike" means an action taken for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.

"Lockout" means action taken by the public employer to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees for the purpose of coercing the employees into relinquishing rights guaranteed by this act.

ARTICLE 30

RULES AND REGULATIONS

General rules and regulations pertaining to the performance of work and conduct of employees in the appropriate units of the State Printing Plant will be posted on bulletin boards located in departments covered by

this agreement. Such rules and regulations and changes made by the Division of Printing from time to time will be reasonable and not be inconsistent with provisions of this agreement. Copies of rules and regulations will be made available to the Union. It is understood that all employees in the appropriate units agree to observe and adhere to the rules and regulations of the Division of Printing insofar as they do not conflict with the provisions of this agreement. New or changed shop rules shall become effective thirty (30) days after posting.

ARTICLE 31

SAVING CLAUSE

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

ARTICLE 32

COMPENSATION

In accordance with K.S.A. 75-1017, the Division of Printing and the Union agree that compensation to be paid employees in various classifications of the appropriate units of the Division of Printing, shall be no greater than that paid by other printing and binding offices employing the same class of labor.

Determination of such compensation for classifications in the appropriate units shall be made by the Division of Printing based upon an annual survey of wages and benefits paid like classification in other printing and binding offices in the area, and upon budgetary considerations affecting the ability of the Division of Printing to produce required printing services for the State of Kansas and its agencies at costs equal to or below those offered by other printing and binding offices for the same services. Such budgetary considerations shall include but not be limited to wages and benefits previously mentioned, as well as costs and availability of materials and equipment, volume of work in the State Printing Plant, and capability of available equipment.

The Division of Printing further agrees to meet, confer, and discuss any changes in compensation to be paid employees in classifications of the appropriate units prior to implementation of such changes.

Bindery

As indicated for the dates below, the Division of Printing agrees to pay the appropriate units rates, with 70% or greater of the Bookbinder Senior rate for the Bookbinder, subject to the approvals specified by this agreement.

Recommended (6-15-08 through 6-13-09)

Classification

Bookbinder Senior \$19.53

Bookbinder \$13.84

Bookbinder Apprentice Senior As indicated in Article 8. Section 3

Bookbinder Apprentice As indicated in Article 8. Section 3

For the unit job classification of Bookbinder Senior, a skill based differential of 30 cents per hour will be paid to employees when working under a chargeable code while independently setting up and/or operating one of the following pieces of equipment:

Polar Cutter
Muller Stitcher Trimmer
Large Baum Continuous Folder
Large Baum Pile Folder

For the unit job classification of Bookbinder, a skill based differential of 40 cents per hour will paid to employees when working under a chargeable code while independently setting up and operating machines on the following list that are tabletop machines in the category defined as portable equipment:

Folders Tabbers Booklet Makers

Collator/fold/inserter Perforators

Also, for the time involved in the set up only of the following pieces of equipment:

Punching Machine Drilling Machine Singer Oversewing Machine Smythe 12 Sewing Machine

Separately, once the job is approved by the Manager, the Bookbinder - will receive an additional \$2.00 per hour of skill code pay for operating by themselves (including loading and unloading) the folder (MBO).

Pre-Press (Composing and Plate)

The Division of Printing agrees to recommend the following compensation for job classifications in the appropriate unit, subject to approvals specified by this agreement:

Recommended (6-15-08 through 6-13-09)

Classification

Pre-Press Technician

 Basic
 \$14.03

 Specialty
 \$17.22

 Mastery
 \$19.58

Pre-Press Technician Apprentice

As indicated in Article 8, Section 3

Press

The Division of Printing agrees to recommend the following compensation for job classifications in the appropriate unit, subject to approvals specified by this agreement:

Recommended

As indicated in Article 8 Section 3

(6-15-08 through 6-13-09)

Classification

Printing Press Operator \$20.45 Assistant Printing Press Operator \$14.60

Assistant Printing Press Operator Apprentice

Assistant Printing Press Operator Apprentice as indicated in Article 5, Section 3 (c).

Printing Press Operator Apprentice as indicated in Article 5, Section 3(b).

The above recommended rates will be paid for in the form and method determined by the

Director of Printing.

For FY2010 if all classified state employees receive a general wage increase, each classification and job title will receive all, or part, of the increase as long as it does not exceed the amount paid by private industry in accordance with K.S.A. 75-1017 as determined by the process set forth in the M.O.A.

^{*} The seven employees in classifications Printer-Electronic Photocomposition, Photographic Platemaker (Combination) in the Composing and Plate units prior to the effective date of this agreement in February, 2009 assumed the classification of Pre-Press Technician at the Specialty level and will be paid at the rate of \$20.30.

APPROVAL OF THE GOVERNOR OR THE LEGISLATURE

It is agreed by and between the Division of Printing and the Union that this Memorandum of Agreement shall be submitted to the Governor, and any provisions of this agreement which can be implemented by regulations of the Secretary of Administration or the pay plan and pay schedules of the State may be approved or rejected by the Governor, and if approved, shall be implemented to become effective at such time as the Governor specifies. 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 34

DURATION AND TERMINATION

This Memorandum of Agreement shall become effective on the first day of the payroll period following approval by the Secretary of Administration except for those provisions of the agreement which state herein, or otherwise by law require the approval of the Governor or the legislature in accordance with Article 32 "approval of the Governor or the legislature". This Memorandum of Agreement shall remain in effect through June 12, 2010.

The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than sixty (60) days or more than ninety (90) days prior to the anniversary date that it desires to modify or terminate this agreement, as the case may be. If notice to modify is given, it shall contain a statement of modifications desired, and meet and confer meetings shall begin not later than thirty (30) days prior to the anniversary date.

The director will provide the units with twenty (20) copies of this memorandum.

IN WITNESS THEREOF, The State	e of Kansas, Der	partment of	Administration, Division	of Printing and
the Union hereto have set their hands this_	16 th day of	March	, 2009.	

STATE OF KANSAS

Graphic Communications Conference/ International Brotherhood of Teamsters Union No. 49C

prector of Printing

President, GCC/IBT 49C

Secretary of Administration

Scale Committee Member

Scale Committee Member

Scale Committee Member

Scale Committee Member