2008-2010

Capitol Police

MEMORANDUM of AGREEMENT

KANSAS CAPITOL POLICE

Between the

Kansas Highway Patrol

and the

Kansas State Troopers Association

Capitol Police
KSTA/KHP Memorandum of Agreement
Table of Contents

ARTICLE 1

PREAMBLE

SECTION 1. This agreement is entered into by and between the State of Kansas/Kansas Highway Patrol, hereinafter referred to as the Employer or Patrol, and the Kansas State Troopers Association, hereinafter referred to as the Association or KSTA.

SECTION 2. KSTA and the employer agree that the purpose and intent of this agreement is to contribute to the development of harmonious and cooperative relationships between government and its employees, to recognize mutual interests and to reduce to a minimum the causes of employee relations disputes.

ARTICLE 2

RECOGNITION

SECTION 1. The employer recognizes KSTA as the exclusive representative for the unit found appropriate and certified on July 13, 2007, by the Public Employee Relations Board in case number 75-UDC-1-2007.

SECTION 2. Employees included in the appropriate unit shall be those persons employed in the following class:

Law Enforcement Officer I
Law Enforcement Officer II

SECTION 3. Employees excluded from the appropriate unit shall be all supervisory, administrative, confidential, and/or appointed employees of the employer, and all classifications not specifically included in Section 2 above. Probationary employees are excluded from the provisions of selected articles within this agreement as specifically provided within these articles. Nothing in this section shall prohibit supervisory employees from membership in the Association, as set forth in KSA 75-4325.

ARTICLE 3

MANAGEMENT RIGHTS

It is understood and agreed by the Patrol and the Association that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the Patrol to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions with the Patrol; suspended or discharge employees for proper cause; maintain the efficiency of the governmental operation; relieve employees from duties because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission in

emergencies of the Patrol and to determine the methods, means, and personnel by which operations are to be carried on.

Nothing in this Memorandum of Agreement shall extend to matters which relate to:

1. Any subject preempted by federal or state law;

2. Public employee rights defined in K.S.A. 75-4324;

3. Public employer rights defined in K.S.A 75-4326; or

4. The authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance, or special act to conduct and grade merit examinations, and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive division of the classified service of the public employer served by such civil service commission or personnel board.

ARTICLE 4

MEET AND CONFER COMMITTEE-MEETINGS AND MEMBERS

The Patrol recognizes the Association as the exclusive representative of the appropriate unit.

The process of meeting and conferring for purposes of reaching an agreement requires a free and open exchange of views by all parties.

To such extent, the Patrol and the Association shall designate their respective committees to consist of not more than three (3) members. The association unit members are limited to two members from the Troop K membership. In addition, each party shall designate a spokesman who shall express the views of their side. Subject to the provisions of this article, neither party will attempt to exert any control over the others selection of its representatives.

The Patrol recognizes the need to communicate and formalize new concepts to promote advancement of the Kansas Highway Patrol as an organization. It is agreed by the Patrol and the Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that the Association's committee members shall be allowed two (2) working/duty days per member for preparation prior to the start of the meet and confer meetings.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional

meetings, time, date, place of meeting, and agenda shall be agreed upon by the committees during each meeting.

In the event the meetings are scheduled during a committee member's regular duty time, said committee member shall be permitted to attend said sessions in a regular pay status. In the event the meetings are scheduled on a committee member's regular assigned day off, said meeting time shall be considered a regular work day and the committee member shall receive another day off to replace the lost day.

ARTICLE 5

NON-DISCRIMINATION

The Patrol and the Association agree there shall be no discrimination against any person, be they applicant or employee, in the recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of Association membership or non-Association membership, political or religious opinion or affiliations, or because of race, national origin, ancestry, or any other non-merit factors.

Discrimination on the basis of age, sex, or physical disabilities is prohibited except where specific age, sex, or physical requirements constitute a bona fide occupational qualification expressly authorized and permitted by law.

ARTICLE 6

EMPLOYEE RIGHTS and RESPONSIBILITIES

SECTION 1. INHERENT RIGHTS Nothing contained in this agreement shall be construed to limit or deny employees any rights to which they are entitled as citizens of the United States or the State of Kansas.

SECTION 2. PERSONAL LIVES Employees in this unit are accountable for the performance of official duties and for compliance with standards of conduct for law enforcement employees of the State of Kansas. Employees in this unit shall have the responsibility to conduct their private lives in such a manner as to uphold and maintain the good reputation and veracity of the Highway Patrol. Such conduct must not conflict with laws, regulations or policies of the State of Kansas or of the Highway Patrol.

SECTION 3. REPRESENTATION Employees in this unit may be represented by a person of their choice as provided in this memorandum of agreement. The above representation, however, does not extend to persons who hold themselves out as a representative of any other employee organization.

SECTION 4. OUTSIDE EMPLOYMENT Consistent with the provisions of this article, employees in this unit may secure approved employment outside their State employment. Before accepting such employment, the employee shall submit a written

request to the regional commander, with a copy to the immediate supervisor. The superintendent shall then review the request for outside employment and shall make a determination whether the proposed employment falls within a prohibited class and shall notify the officer of the findings. If the request is denied, the response shall provide specific reasons for the denial. The response shall not be grievable under the grievance procedure contained in the Memorandum of Agreement.

4.1 The State, as the employer, will not be required to adjust work schedules or make other arrangements for employees to accommodate their outside employment. If a conflict arises with an employee's duties, the employee will be expected to first perform or complete his or her duties and responsibilities for the State.

4.2 In adherence to K.S.A. 75-4301 and 75-4306, employees in this unit must avoid any conflict of interest in any outside employment. Employees who have questions concerning outside employment should contact the supervisor or Human Resource Director.

4.3 The decision to deny an employee's request will take into account various factors including but not limited to the following:

A) An employee in the unit shall not use their department employment or position for the purpose of promoting outside employment or business especially with anyone regulated or otherwise advised in the employee's normal course of duties.

B) An employee in the unit shall not engage in outside employment while in or using a State vehicle or department facilities or equipment or at any time while on duty.

C) An employee in the unit shall not engage in any outside employment when the employee's departmental duties are directly associated with the outside employment.

ARTICLE 7

ASSOCIATION REPRESENTATION

Section 1

ACCESS TO PROBATIONARY OFFICERS

On written request of the Association, the Patrol shall permit ONE (1) Association representative, as designated by the President of the Association, and in such duty status on the date as designated by the Patrol, to meet with probationary officers for a period of time of not more than one (1) hour during regular business hours during the probationary period.

At least seven (7) calendar days in advance of the meeting, the Association shall provide an outline of discussion material to the Troop K Commander. Such material shall not be in violation of statutes or employee constitutional rights.

In no event shall there be more than one (1) visit per probationary period.

Section 2

ADMINISTRATIVE INVESTIGATION

I. As the result of an employee conduct complaint, when a member of the appropriate unit is interviewed by a member of the Patrol, authorized by the superintendent or his designee to investigate said employee conduct complaint, the following conditions shall apply:

   A. At least 48 hours in advance of a scheduled interview, the involved member(s) shall, whenever practicable, be notified of the allegation(s) against the member, that an investigation to determine the facts involved will be conducted and the name of the employee assigned to conduct the investigation.

      1. Such notifications shall be accomplished by either formal correspondence, email with return notification, or by allowing the affected employee(s) to review, take notes, and sign the Employee Conduct Complaint form.

      2. Notification shall not be required when it would jeopardize or hinder the investigation.

      3. The member may agree to answer questions at the time scheduled or may be granted one (1) extension only, delaying the questioning for up to a total of 72 hours from the initial notification in order to obtain legal advice or other assistance.

4. When a completed HP-161A complaint form is returned by complainant and reviewed by the Troop Commander (or his or her designee) or PSU then the affected member will be notified. The notification will include the fact that the HP-161A has been received, and the nature of the allegation against the member. This notification will occur within four (4) days, excluding week-ends and/or holidays of receipt. Notification shall not be required when it would jeopardize or hinder the investigation.

B. If a member is asked to provide a written report, such report will not be required to be submitted until 24-hours from the time of such request.

C. At the member's sole discretion and expense, the member may choose to electronically record the interview.

D. The member shall be advised either verbally or in writing of the results/progress of the investigation no later than 45 calendar days from the date the investigation is assigned. Notification will continue every 45 calendar days until resolution of the investigation.

E. In situations which involve an investigation of complaints or suspected violations, in which an attorney of the employer is a participant, the member shall also have the right to have an attorney of the member's choosing accompany him or her in such proceedings.

F. Unless requested and/or agreed upon by the employee, the employer agrees not to conduct the interview at the employee's residence.

G. The employer agrees to make a reasonable, good faith effort to conduct the interviews during the member's and the investigator's regular working hours when practical.

II. The member being investigated has the right to have a Troop K representative present during the investigatory interview. Such representation shall be afforded when:

A. The member reasonably believes that the interview will result in disciplinary action consisting of suspension without pay, demotion, or termination.

B. The member must request such representation:

1. Within 48 hours of receipt of notification of an impending interview.

C. The exercise of the right to representation cannot unduly interfere with the legitimate needs of the employer.

III. The presence of a Troop K representative shall be governed by the following:

A. The representative of a Troop K member investigated shall be a Troop K troop director or representative. Provided, that if Professional Standards personnel are conducting the investigation, a Troop K representative designated by the Association may be utilized. The Association shall notify the superintendent on or about January 1 of each year the names of Troop K representatives it so designates to serve in its capacity.

1. The member serving as such a representative will be in duty status and that status shall continue throughout such time as is reasonably associated with providing representation.

2. No per diem associated with the representative's presence will be borne by the Patrol.

B. The presence of a Troop K representative will in no way, in and of itself, jeopardize either the member's or the representative's continued employment.

C. In any non-criminal procedure, the representative shall not be compelled to disclose, nor be subject to, any punitive action for refusing to disclose any information received from the investigated member, or any witness in the investigation or after any interrogation or interview.

D. The function of the Troop K representative at such interview will be to:

1. Observe the overall propriety of the interviewer and the interview process.

2. Briefly consult with the member at the member's request, on the question at hand. This consultation shall not unduly delay the interview process.

(a) The interviewer shall warn the Troop K representative once and may ask the Troop K representative to leave the interview room if further undue delay or disruption occurs.

3. The Troop K representative shall not attempt to cross examine the interviewer or otherwise interfere with the interview process.

(a) The interviewer shall warn the Troop K representative once and may ask the representative to leave the interview room if further disruption or undue delay occurs.

E. If a member is called to an investigatory interview and it is believed that the member is a witness only, that member shall be so advised and not entitled to representation until such time as the designation of witness may change.

F. Members shall be advised at the beginning of an interview whether the interview is criminal or administrative in nature.

G. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is subject to the investigation. Nothing in this section shall prohibit the employer from questioning the member about information which is developed during the course of the interview.

H. Interviews shall be conducted within a reasonable time and shall be conducted under the following circumstances:

1. Members shall be treated with respect and dignity.

2. Members will be given reasonable intermissions as requested by the member for personal necessities, meals, or rest periods. Such requests shall not unduly disrupt the interview process as determined by the interviewer.

Section 3

REVIEW BOARD HEARINGS

I. When a General Headquarters Review Board has been convened by the superintendent, the member whose conduct is being reviewed shall have the right to appear and to have a representative present with said member at such board hearing. This section shall only apply when a review board has been convened.

A. Such representative may be any member of the Patrol.

B. The member shall advise the superintendent within 48 hours of being notified of a review board hearing, if the member desires a representative and who that representative will be. Within the same period, the member may also advise the superintendent of any witnesses requested to be called.

1. Notification may be by letter, email with return notification, TWX, or verbally, followed by formal correspondence.

2. The Patrol shall be responsible for advising the representative's troop commander of their assignment to a review board.

C. The member serving as a representative will be in duty status and that status shall continue throughout such time as is reasonably associated with providing representation.

1. No per diem associated with the representative's presence will be borne by the Patrol

2. Per diem status of affected member will be determined by the superintendent.

D. The presence of an Association representative will in no way in and of itself, jeopardize either the member's or the representative's continued employment.

E. The representative shall not be compelled to disclose, nor be subject to, any punitive action for refusing to disclose any information received from the investigated member, or any witness in the investigation, or after any interview or review board.

F. If a member is called before a review board as a witness only, that member shall be so advised and not entitled to representation.

G. The function of the representative at a board hearing shall be limited to:

1. Observing the overall propriety of the board proceedings.

2. Briefly consult with the member, at the member's request, on the question at hand. This consultation shall not interfere with the orderliness of the board proceedings.

II. If a troop level review board is convened, the member whose conduct is being reviewed shall have the right to have a representative present with said member at such board hearing.

A. The presence, status, and responsibility of a representative at a troop level board, shall be the same as that afforded during an investigation interview.

Section 4

COMPLAINTS AGAINST MEMBERS

The Patrol agrees to maintain all rights and privileges granted by the United States Constitution and the Constitution of the State of Kansas, for all unit members.

Section 5

RESPONSE TO RESISTANCE

Members involved in use of force incidents that result in serious physical injury or death have the right to a representative or legal counsel prior to any administrative or criminal investigation. Such right to consult with a representative or legal counsel shall not Unduly delay giving the interview.

ARTICLE 8

EVALUATION AND PERSONNEL RECORDS

The written performance evaluation of Capitol Police Officers in the appropriate unit shall follow the guidelines established in K.A.R. 1-7-10.

Such evaluation shall not include the prohibitions established in Article 12 of this agreement or in any way be affected by participation in the Association. To such extent, the Patrol shall keep no record of membership, participation or non-participation in Association activities.

Capitol Police Officers who feel they have been subjected to an unfair performance evaluation rating may avail themselves of the evaluation appeal procedures as provided in K.A.R. 1-7-12.

Upon written notice of appeal, an appeal committee shall be selected within seven (7) calendar days following receipt of the member's appeal. The appeal committee shall consist of three persons to be selected as follows: one (1) person named by the superintendent and one (1) person named by the appealing Capitol Police Officer. The third member of the committee will be selected as provided in K.A.R. 1-7-12.

The appeal committee shall not include the initial rater or raters.

If the appealing Capitol Police Officer has concerns about the chairperson of the committee, the Capitol Police Officer may express those concerns to the superintendent within two days of being notified of the appointment of the committee. The appealing Capitol Police Officer shall provide advance notice to the chairperson if he or she will be represented by an attorney at the hearing.

GUIDELINES FOR CONDUCTING THE HEARING

1. Prior to beginning the hearing, the chairperson shall outline to all involved parties including witnesses, the rules that will apply in the hearing process.

2. The appealing Capitol Police Officer and the rater shall be allowed to be present during the entire hearing process. Both parties shall be allowed any witnesses they

desire to have testify. The chairperson is authorized to determine the relevancy of the witnesses and to limit repetitious testimony. Witnesses shall be sequestered and only one witness at a time shall be admitted to the hearing.

3. Only the contested portion of the evaluation shall be subject to review. The appealing Capitol Police Officer shall inform the committee in this regard and then each contested portion shall be reviewed individually until the review is completed.

4. The appealing Capitol Police Officer and the rater shall be afforded the opportunity to question the testimony of the other and any witnesses appearing at the hearing. The appeal committee shall not be restricted from questioning any participant at any point in the proceedings.

5. Following completion of the appeal hearing, the committee shall prepare a new evaluation within 14 calendar days of the date the appeal committee was appointed, and each member shall sign the new evaluation which shall be final and not subject to further appeal as stated in K.A.R. 1-7-12. The new evaluation shall be given to the superintendent, who within five calendar days, shall transmit copies to the appealing Capitol Police Officer, the rater, and the agency personnel officer.

PERSONNEL RECORDS

Capitol Police Officers in the appropriate unit shall be given copies of any written materials to be placed in their personnel records wherever the same may be located. The affected Capitol Police Officer may respond in writing to any such records entry and such response shall be placed in the member's personnel records. Any Capitol Police Officer desiring to inspect the contents of one's own personnel records may do so with an appointment and under the supervision of the employee's immediate supervisor, the agency personnel officer, the superintendent, or their designees.

A Capitol Police Officer may request removal of any written materials contained in his or her personnel records which are not substantiated by verified documentation, by petitioning the superintendent in writing. The removal of such materials form the personnel files shall be at the sole discretion of the superintendent.

ARTICLE 9

ORGANIZATIONAL LEAVE TIME

One (1) Capitol Police Officer serving on the KSTA Board of Troop Directors shall be given seventy-five (75) hours of organizational leave for the purposes of attending Association business meetings. If the business meeting is scheduled on a Capitol Police Officer's regular scheduled day off, then another day will be allowed for the lost day off.

For the term of this agreement only, the parties agree that only one (1) Capitol Police Officer shall receive organizational leave regardless of how many KSTA offices are held by Capitol Police members.

The Secretary of the Association shall cause the transmission to the Superintendent of the Kansas Highway Patrol the names of said persons on or about the first day of July in each calendar year, and the list shall be kept current at all times. In the event such designated persons are substituted, the Secretary of the Association shall cause the superintendent to be notified of such substitution not less than seven (7) days prior to the schedule meetings or the substitution shall not be allowed.

Notwithstanding the need to substitute designated persons, notice of such organizational leave time for purposes of attending an Association business meeting, shall be given at least seven (7) days prior to any such meeting by the designated persons to their immediate supervisor, or the troop commander, or attendance shall not be allowed. In addition to the organizational leave time, any of the designated persons may utilize annual leave time to attend to Association business after the organizational leave time has been exhausted.

Organizational leave and annual leave time for purposes of attending Association business meetings, shall not be denied except in the case of emergencies as defined by the Superintendent of the Kansas Highway Patrol, or for failure to comply with the notice and approval requirements stated above. The leave time as indicated in this article shall be limited to no more than one Capitol Police member.

ARTICLE 10

COURT ATTENDANCE

The Patrol and the Association agree that in the event Capitol Police Officers in the appropriate unit of the Kansas Highway Patrol receive notification that they are to appear in court as a result of their official duties, such Capitol Police Officer shall be obligated to comply with the notification.

Required court appearances other than during scheduled working hours, shall be in accordance with and subject to, the call-in and call-back provisions of K.A.R. 1-5-25, which presently provides a minimum of two (2) hours.

ARTICLE 11

WORK REQUIREMENTS

Section 1

Except for programs that are directly or indirectly federally funded, no predetermined productivity quotas or levels requiring members of the appropriate unit to make a certain number of arrests or other enforcement shall be established.

Further, no predetermined productivity quotas or levels, including arrest, shall be applied to determine promotion, compensation, disciplinary action or any change in the status, privileges, or duties of any individual member.

Nothing in this Article shall be construed to prevent or limit management of the Patrol from directing the work of the appropriate unit member to the active support and accomplishment of agency missions and goals or from supervision and directing enforcement or service efforts.

Section 2

This Section is only applicable to Continuous Use (and/or 8-hour) Camera and Audio.

A. Mobile video/audio recording (MVR) equipment has proven to be a valuable law enforcement tool. As a tool, the MVR equipment is used to document law enforcement officers' honesty, integrity, and professionalism. By virtue of their authority, law enforcement officers are held to a higher degree of accountability by the community and must continuously strive to insure their veracity and responsibility to the community are maintained. Therefore, to assist in keeping this trust and maximizing the effectiveness of this valuable tool, the procedures stated in this policy for the installation, operation, and use of the MVR equipment shall be utilized.

B. The Superintendent, at his or her sole discretion, may direct an employee to operate a camera on a continuing use recording basis in instances where the employee's behavior or conduct is such that the Superintendent reasonably believes that a continuous use camera will provide information regarding one or more of the following conduct by the employee:
   1. Criminal behavior by the employee;
   2. Violation of the Constitutional rights of a member of the public by the employee; or
   3. Officer safety issues, but only after the officer has been provided written warning of the conduct, and an opportunity to respond in writing and to meet with the supervisor regarding same.

C. Minor infractions that are not criminal in nature and/or do not involve officer safety, that may be discovered during the review of the continuous use

recordings obtained at the Superintendent's direction, shall be viewed as training opportunities and not as routine disciplinary actions.

ARTICLE 12

COMMUNICATION WITH MEMBERS

The Patrol agrees to furnish a portion of a certain designated bulletin board at the troop headquarters office for use by the Association. Such space shall be a minimum of two feet by two feet. The Association agrees to post items only on the bulletin board provided for it and to limit its use of the bulletin board to official Association business. The Association agrees to keep the designated bulletin board in a neat and orderly manner and to remove obsolete items. Only Association representatives shall be authorized to post materials in the space on bulletin board authorized for use by the Association.

ARTICLE 13

POLICIES & ADMINISTRATIVE REGULATIONS

SECTION 1: Policies

The parties agree that the members of the Association have access to the most current version of the Kansas Highway Patrol Policy and Procedures Manual through the Kansas Highway Patrol Intranet. Access to the aforementioned Policy and Procedures Manual shall also be made available to the Executive Vice President of the Association and legal counsel to the KSTA by providing limited access to the Kansas Highway Patrol Intranet for that purpose only.

SECTION 2: Administrative Regulation

The parties agree that the Kansas Administrative Regulations are available electronically and in other formats, and are readily available to both parties at no cost. Neither party shall bear any responsibility for providing notice of updates that may be available to both parties.

ARTICLE 14

DISCIPLINARY PROCEDURE

Nothing contained in the Patrol's disciplinary procedure shall restrict, limit, or prohibit a member of the appropriate unit an opportunity to file a grievance objecting to any disciplinary action except in the disciplinary action of suspension, demotion, and termination which shall be covered by the appeals procedure of the rules and regulations of the Department of Administration, pursuant to Kansas Civil Service Statutes and Amendments thereto.

ARTICLE 15

MANAGEMENT-ASSOCIATION RELATIONS

The Kansas Highway Patrol and the Association agree to meet periodically and concurrently to discuss employer/employee relations and working conditions of the various unit members, represented by the Kansas State Troopers Association, in statewide unit 007, as contained in PERB order 75-UD-1-2007. The purpose of such meetings is to promote harmonious relationships between the parties. The periodic meetings shall occur no less than tri-annually and may be more frequently as the parties may agree.

The participants in said meetings shall be the President of the Association or his or her designee, and other Association members, a reasonable number to which the parties agree, with the exception of Capitol Police members, which shall be limited to one (1) member, and the superintendent or his designee, and other members of the Highway Patrol management, a reasonable number to which the parties agree.

The date, time, and subjects to be discussed at such meetings, shall be as mutually agreed to by the parties. Each party shall provide the other a written list of the subjects to be discussed and a list of designees at least seven (7) calendar days prior to said meeting. Other matters may be discussed by mutual oral agreement at the meeting. Either party may include an individual solely for the purpose of taking notes which summarize topics discussed. If needed for input, other participants may be permitted by agreement of the parties prior to the meeting.

Capitol Police participants shall be allowed to attend in regular work status at regular pay, and if the meeting is scheduled on a participant's assigned day off, the Capitol Police member shall receive another day off to compensate for the lost day off, if the interests of the agency and the needs Troop K will be reasonably met, at the discretion of the Superintendent.

ARTICLE 16

COPIES OF AGREEMENT

After approval and ratification of the Memorandum of Agreement, the Patrol shall make said agreement available to all members in the appropriate unit of the Kansas Highway Patrol, via the KHP intranet.

ARTICLE 17

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The employer agrees to participate in the State of Kansas Employee Assistance Program according to its provisions, as long as such a program is provided by the state of Kansas. The employer, through each of its organizational levels and departments, shall strictly maintain the confidentiality of information provided by employee participants in accordance with applicable federal and state laws and regulations.

SECTION 2. Sick leave, vacation leave, compensatory time or leave without pay may be granted to enable the employee to participate in an Employee Assistance Program referral.

ARTICLE 18

WEARING APPAREL

SECTION 1. Employees in this unit who are required to wear uniforms shall be provided with the required outerwear, excluding footwear. Upon initial appointment, all officers who are required to wear class "B" or "C" uniforms shall be provided with five (5) full uniforms. When an officer demonstrates to the employer that a portion of the required uniform, accessories or equipment is defective or unsuitable for on-duty use, such item(s) shall be replaced and/or repaired at the first practicable opportunity.

SECTION 2. The employer agrees to reimburse employees for clothing and personal belongings damaged or destroyed in accordance with K.S.A. 46-922 *et seq.* and the property damage claims procedures of the Division of Accounts and Reports.

SECTION 3. At no time shall a Capitol Police Officer, other than light duty or undercover assignments, be required to wear any uniform other than the designated Capitol Police uniform.

SECTION 4. Management agrees to meet and discuss any changes to the current Capitol Police uniform prior to any changes being made to the uniform.

ARTICLE 19

LENGTH OF SERVICE

SECTION 1. "Length of Service" shall mean total time worked in the classified service or unclassified service. Length of service shall exclude:

1.1 time worked as a temporary employee;
1.2 time worked as a student employed by any board of regents institution;

1.3 time worked as a resident worker in any social and rehabilitation services Institution or the Kansas commission of veteran's affairs;
1.4 time worked as an inmate.

SECTION 2. Seniority shall mean that portion of the employee's length of service which reflects;

2.1 AGENCY SENIORITY: Time worked as a Capitol Police Officer.
2.2 STATE SENIORITY: shall mean all time employed in any agency of the State, and as determined in a manner consistent with Section 1 above.

SECTION 3. Time spent on military leave, or time off while receiving workers' compensation wage replacement for loss of work time, shall be considered to be time worked in the classified or unclassified service. Time on leave while receiving worker compensation wage replacement for a disability attributable to state employment prior to May 1, 1983, shall not be credited.

SECTION 4. An employee's length of service accumulation and seniority 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 length of service accumulation shall resume when the employee properly returns to permanent employment at the end of such leave.

SECTION 5. Length of service for computing vacation and sick leave accrual rates and for layoff or compensation purposes shall not be recalculated using prior methods of calculation for employees who have no break in service. Length of service for an individual returning to state service shall be the amount of length of service on record as of December 17, 1995, or the date the individual left state service, whichever date is later.

SECTION 6. Ties in length of service or seniority shall be broken by applying the average performance review rating received by each employee during the last five years.

ARTICLE 20

HOURS OF WORK AND OVERTIME

SECTION 1. WORK PERIOD The work period for employees in this unit will consist of 80 hours in 14 consecutive days.

SECTION 2. SHIFTS Assigned shifts shall consist of eight (8) consecutive hours.

SECTION 3. OVERTIME Overtime is defined as all hours worked in excess of 80 hours in a 14-day work period. Overtime hours worked will be compensated at

the rate of one and one half times the employees' regular rate of pay or one and one half hours of compensatory time off for each hour of overtime worked.

3.1 Overtime must be approved in advance by the employee's immediate supervisor or as otherwise authorized by agency policy.

3.2 If contact with a superior is not reasonably possible before the employee responds to a situation which may create overtime, the employee shall, as soon as practicable, contact his or her immediate supervisor or the next level superior for guidance on the duration of the overtime which can be approved.

3.3 Any work time accumulated within the current work period, prior to the last scheduled work day(s) of the work period, that could result in overtime shall, at the discretion of the employees supervisor, be taken as equivalent time off on an hour-for-hour basis within the same work period in which it was worked. An employee may request approval to take equivalent time off to avoid the accrual of overtime.

SECTION 4. COMPENSATORY TIME IN LIEU OF OVERTIME In lieu of paying an eligible employee at the time and a half rate for overtime worked outside the current work period, the employer may elect to compensate an employee for overtime worked by granting compensatory time off, at the rate of one and a half (1 ½) hours off for each hour of overtime worked. An updated compensatory time accrual balance shall appear on the paycheck/advise summary when the employee would have otherwise been paid for the overtime worked.

4.1 Employees shall be permitted to use compensatory time off at a time mutually agreeable to the employee and his or her supervisor. Employee requests to use compensatory time shall not be unreasonably denied.

4.2 Except as noted below, any employee who has accrued 240 hours of compensatory time off shall, for any additional overtime hours of work, be paid overtime compensation for that payroll period.

SECTION 5. REST PERIODS A maximum of two (2) rest periods totaling 15 minutes each may be requested on each occurrence from an agency supervisor. The timely response from the supervisor will acknowledge if, where and when the officer may be approved for a rest period. Rest periods will not be unreasonably withheld.

ARTICLE 21

CAPITOL POLICE OFFICER SALARIES AND BENEFITS

Section 1

SALARIES

The Kansas Highway Patrol shall pay all Capitol Police Officers in the appropriate unit in accordance with the approved state pay plan. The administration of the plan shall be in accordance with appropriate Civil Service Rules and Regulations, applicable statues, executive directives of the Governor and policies established through statutory authority by the Secretary of Administration and the Director of the division of Personnel Services. Whenever a Capitol Police Officer in the appropriate unit receives a pay revision involving a change in his/her grade, that Capitol Police Officer shall be apprised of what that change is and why it occurred.

Section 2

Capitol Police Officers – The Capitol Police Officers shall begin in the Law Enforcement Officer I (LEO I) classification, at pay grade 23. The Capitol Police Officer must possess a minimum of seven (7) years continuous experience as a fulltime Kansas Law Enforcement Officer, prior to becoming eligible to be a Capitol Police Officer, Law Enforcement Officer II (LEO II) at pay grade 25. An applicant who meets the criteria for a Capitol Police Officer, LEO II, upon initial employment shall begin employment as a Capitol Police Officer LEO II at pay grade 25.

Section 3

Upon execution of this agreement, subject to the appropriate approvals and state budgeting process deadlines, the employer agrees to request funding for FY2010 to support a minimum of 4% base pay increase. If the agency's additional requested salary funding is approved by the legislature, the unit members who are eligible for step increases on the state pay matrix will receive this increase. For those members at the top of the state pay matrix or beyond, the pay increase will be limited to any funded Cost of Living Adjustment (COLA). If an increase to the base pay wages greater than 4% is given to all state employees, unit members will receive the same. If all other state employees receive an increase in base pay wages beyond the current state pay matrix including market increases for the specified classification only, unit members shall receive the same.

Subject to the previous paragraph, the agency agrees to request funding for an additional 2% pay increase for the unit members and pay according to the P4H code. If the additional salary funding is not approved by the legislature, the unit members pay increases will be strictly limited to the funding allocation.

The parties agree and understand that all salaries, wages, and pay are subject to the approval clause of this contract. The parties also agree to be bound by market increases funded by legislative action, revisions to the overall state pay plan(s) and compensation, as implemented and funded by the legislature.

Section 4

BENEFITS

The Kansas Highway Patrol shall pay all Capitol Police Officers in the appropriate unit such benefits as are authorized and provided by law.

Section 5

OVERTIME

Defined as: Hours worked that exceed 80 in a 14-day period.

The Kansas Highway Patrol shall compensate all Capitol Police Officers in the appropriate unit overtime compensation as provided by the Fair Labor Standards Act of 1938, as amended, and K.A.R. 1-5-24. The Patrol shall endeavor to secure adequate funding to provide overtime pay for all hours of overtime. Annual funding will determine what funds are available and those overtime hours to be paid will be set by the superintendent. The Patrol and the Association further agree that the superintendent has the right to set flexible amounts of overtime pay as situations may warrant.

COMPENSATORY TIME

When adequate funds are not available for overtime payments, the Patrol and the Association agree that the use of compensatory time in lieu of overtime pay shall be permissible.

Provided further, overtime which was not justified or authorized may also be compensated as compensatory time.

A member may be allowed to take accrued compensatory time off within a reasonable period after the time off is requested if the use does not unduly disrupt the operations of the Patrol.

The troop commander or designee may require member to use hours of compensatory time over 36 hours. A member shall be given a reasonable period in which to arrange for the use of this time off.

Troop commanders shall require that all accumulated time be taken off and expended prior to a member's final day of work for this agency.

Section 6

SHIFT DIFFERENTIAL

The Superintendent of the Kansas Highway Patrol has determined that the members of the appropriate unit are eligible for shift differential.

The Patrol and the Association agree that members of the appropriate unit that are eligible for overtime shall receive shift differential pay in accordance with the provisions of K.A.R. 1-5-28. As established by executive directive of the Governor and effective June 8, 2003, the shift differential rate will be 75 cents per hour.

Upon request, members shall be provided with the hours of shift differential earned, and for which they have been compensated.

Section 7

HOLIDAY PAY

All Capitol Police Officers in the appropriate unit required to work on a holiday designated by the Governor, shall be compensated as provided for by K.A.R. 1-9-2.

Holiday time may, at the option of the superintendent, be paid as cash in lieu of time off. Any such cash payment shall be at the rate applicable at the time payment is rendered.

Upon request, members shall be provided with their holiday compensatory time credits earned, compensated for or used, and their balance.

The Patrol reserves the right to schedule holiday work and make holiday work assignments, as may be required to fulfill the mission of the Patrol as authorized by K.A.R. 1-9-2.

Capitol Police Officers not scheduled to work on an officially designated holiday that desire to work an additional holiday assignment on that holiday, or any other official holiday that they are not scheduled to work, may express such interest to their respective troop in writing. Troop K will maintain a list of those Capitol Police Officers requesting consideration for additional holiday assignments.

When the Patrol determines the need for additional holiday assignments exists, the Patrol any consider Capitol Police Officers on such list but the Patrol will not be bound by such list.

Section 8

VACATION LEAVE

Capitol Police Officers in the appropriate unit shall accumulate vacation leave credits pursuant to the Kansas Administrative Regulations. Capitol Police Officers shall be allowed to use such accumulated leave credits upon reasonable request when the use will not unduly disrupt the operations of the agency.

Section 9

SICK LEAVE

Capitol Police Officers in the appropriate unit shall accumulate and use sick leave credits pursuant to and in accordance with the Kansas Administrative Regulations. Additionally, Capitol Police Officers who have exhausted their sick and vacation leave credits are eligible to apply for Shared Leave, pursuant to and in accordance with the Kansas Administrative Regulations.

ARTICLE 22

GRIEVANCE AND MEDIATION

This provision establishes the sole grievance procedure to be utilized to resolve disputes arising from an alleged breach, misinterpretation, or improper application of provisions of the Memorandum of Agreement.

Section 1

GENERAL TERMS

A. There shall be no reprisals taken against a grievant, any party in interest to said grievance, or to an Association representative or officer, or against any witness or participant in the grievance procedure by reasons of such participation by either the Patrol or the Association.

B. A grievant or the Association may withdraw or settle a grievance at any step of the grievance procedure.

C. The grievance procedure does not apply to Capitol Police Officers in the appropriate unit during their initial probationary period of employment.

D. The term "grievance" shall mean a complaint by a person covered by this agreement concerning an alleged breach, misinterpretation, or improper application of provisions of this Memorandum of Agreement.

E. This grievance procedure does not apply to Capitol Police Officers in the appropriate unit during their initial probationary period of employment. Further, it shall not apply to disciplinary action of demotion, termination, and suspension which shall be covered by the appeals procedure of the rules and regulations of the Department of Administration, Kansas Civil Service Statutes and Amendments thereto.

F. This grievance procedure does not apply to performance evaluations which shall be covered by the appeals procedure of K.A.R. 1-7-12 and Article 8 entitled, "Member Evaluation and Personnel Records".

Section 2

TIME OFF FOR PROCESSING THE GRIEVANCE

A Capitol Police Officers and his or her representative, if also a Capitol Police Officer, shall be allowed such time off from their regular duties as may be necessary and reasonable, as determined by the superintendent, for the processing of a grievance pursuant to this article without loss of pay, annual leave, or other time credits.

Section 3

GRIEVANCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

Step 1

The aggrieved Capitol Police Officer shall informally take up the dispute with the member's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall then attempt to resolve the matter and shall respond in writing to the Capitol Police Officer in ten (10) calendar days after meeting with the Capitol Police Officer. The parties may agree in writing to waive Step 1.

Step 2

If the dispute has not been settled in Step 1, it shall be presented in writing on mutually agreed upon grievance forms, and signed and dated by the Capitol Police Officer to the troop commander or his/her designee within ten (10) calendar days after the immediate supervisor's answer in Step 1 above is due. The troop commander or his/her designee shall discuss the grievance with the Capitol Police Officer and his/her Association representative and shall attempt to resolve the grievance and will respond in writing to the Capitol Police Officer and Association representative within ten (10) calendar days after meeting with the Capitol Police Officer. The parties may agree in writing to waive Step 2.

Step 3

If the grievance has not been resolved in Step 2, it shall be presented in writing and signed by the Capitol Police Officer, and forwarded to the superintendent of the Patrol of his/her designee within ten (10) calendar days after the response from the troop commander is due. Either the individual grievant or the superintendent may request a resolution meeting within five (5) calendar days of receipt of Step 3 grievance. The individual grievant may ask for a representative to attend this informal meeting with the superintendent or his/her designee. The superintendent may also have a representative or other participant at the meeting.

The purpose of the meeting will be to resolve the grievance in an informal setting. The meeting will be held at a time mutually acceptable to the parties but no later than 30 calendar days after receipt of the grievance, unless both parties agree in writing to a later date. If the parties do not resolve the issue at this meeting, the superintendent or his/her designee shall issue his/her determination in writing within 10 calendar days after the meeting.

If no resolution meeting is requested, the superintendent or his/her designee shall review the grievance and respond in writing within thirty (30) calendar days after receipt of the grievance. During this step, the Department of Administration Director of Employee Relations shall receive a copy of the grievance filed with the Patrol.

Section 4

The time limits as specified in this Grievance and Mediation Article, are of the essence and the failure to comply with the time limits as specified, shall be deemed to be a waiver or abandonment of the grievance, or right to mediate and shall not thereafter form a basis of a grievance, right to mediate, or legal cause of action, unless such time limits are waived by mutual agreement between the grievant, Association, Patrol, or their respective representatives in writing. If KHP management fails to respond within the time limits at any step, the grievance shall be advanced to the next step. The grievant, Association, and the appropriate Patrol representative, may mutually agree in writing to modify the time limits in any step of the grievance procedure.

Section 5

In the event the grievance is not satisfactorily resolved at Steps 1, 2, or 3, the Association Executive Committee may within thirty (30) calendar days after the response in Section 3 is due, request that the matter be referred to Mediation, hereinafter described for determination. Application for Mediation shall be made within the prescribed time or the grievance shall be considered as having been dropped.

Either the individual grievant or the superintendent may request a resolution meeting within five (5) calendar days of receipt of Application for Mediation. The individual grievant may ask for a representative to attend this informal meeting with the superintendent or his/her designee. The superintendent may also have a representative or other participant at the meeting. Either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The Department of Administration Labor Relations Unit may also participate in the meeting at the request of either party. The meeting will be held at a time mutually acceptable to the parties but no later than 30 calendar days after receipt of the grievance, unless both parties agree in writing to a later date.

The mediator for each grievance shall be selected by mutual agreement of the Patrol and the Association within 10 calendar days of the filing of the notice of Mediation. The Patrol and the Association shall each have the right to strike two (2) names from the list and the remaining named person to be the mediator. The parties shall alternate the first strike. Each party reserves the right to strike an entire panel from consideration.

The Mediator shall hear the grievance at a time mutually agreeable to all parties. If the parties cannot agree to a time, it shall be set by the mediator. The grievance hearing before the Mediator, shall be held at a convenient site and at a place agreed to by the parties. If the parties cannot agree on a site, then the Mediation shall be at headquarters in Topeka, Kansas. The grievant and Capitol Police Officer appearing as witnesses for either party who are off duty at the time, shall be provided another day for the lost day off.

Section 6

The parties to this agreement shall work towards resolving grievances at the lowest possible level. Each party will strive towards improved communication to remove any future need to mediate misunderstandings or disputes arising out of the interpretation of this memorandum of agreement. It shall be the joint goal of the parties to make the grievance and mediation options effective means of resolving disputes.

Section 7

The parties agree to reserve the right to enter into a non-precedent setting grievance settlement and/or a grievance settlement with or without prejudice on a case by case basis as the parties see fit.

The parties further agree that they may enter into a Letter of Understanding upon mutual agreement, regarding the terms or conditions of employment for a unit member. The unit member is entitled to representation from the KSTA, or, if an attorney is involved on behalf of the agency, the unit member may choose to have either a KSTA representative or an attorney. The Letter of Understanding may address employment matters included or not included herein. The Letter of Understanding shall not have precedential value and shall only apply to the employee involved unless otherwise agreed to by the parties.

ARTICLE 23

SAVINGS CLAUSE

If any provisions 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 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 24

CLOSING CLAUSE

The parties agree that this agreement shall represent the complete agreement between the Patrol and the Association.

The parties acknowledge that during the meetings which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the Patrol and the Association, for the terms of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 25

APPROVAL OF THE GOVERNOR OR THE LEGISLATURE

It is agreed by and between the Highway Patrol and the Kansas State Troopers Association, 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 the 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 26

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 Legislature, in accordance with Article 25, "Approval of the Governor or the Legislature." This Memorandum of Agreement shall remain in effect until June 5, 2010. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other by writing to the Association President or the Superintendent, no less than one hundred and twenty (120) days, nor more than one hundred and fifty (150) days, prior to the anniversary date, that it desires to amend, modify, or terminate this agreement, as the case may be. If notice to amend, modify, or terminate is given, it shall contain a statement of modifications desired, and meet and confer meetings shall begin no later than sixty (60) days prior to the anniversary date. All articles and/or sections shall be considered to be continued during negotiations and, if not timely noticed for the meet and confer process and altered by that process, shall be included any successor agreement.

In witness whereof, the parties hereto have set their hands this 24 day of NOVEMBER 2008.

State of Kansas Kansas Highway Patrol		Kansas State Troopers Association	
Spokesperson	11/24/08 Date	Spokesperson	11/24/08 Date
Committee Member	11-24-08 Date	Committee Member	11/24/08 Date
Committee Member	11-26-08 Date	Committee Member	11/24/08 Date
Superintendent of KHP	11/24/08 Date	Secretary of Administration	11/25/08 Date