

Unit Six Supplemental
ARTICLE 1: POST ROTATION AT DEPARTMENT OF
CORRECTIONS FACILITIES

Section 1. Post rotation is defined as the reassignment of security staff, with the exception of designated specialty posts and temporary posts, from one post to another within the same shift, as provided herein.

Section 2. All posts identified on the Master Roster, with the exception of designated specialty posts, shall be rotated annually.

Section 3. Post rotation will be posted no less than forty-five (45) days before the effective date of the rotation and will remain posted for no less than twenty (20) days. Facilities shall utilize the existing process for designating post preferences. Any change in the existing process shall be subject to meet and confer. The employer will inform all affected employees no less than seven (7) calendar days before the effective date of the new assignments.

Section 4. A rotation schedule shall be established that provides for rotation, starting the 1st Sunday in March that is the start of a new pay period, beginning with the highest ranking position and proceeding with the next rank in the first pay period of April, and so forth until all ranks have rotated.

Section 5. Post rotation is valid only when an actual change of post occurs. Changing shifts or days off and remaining in the same post does constitute post rotation.

Section 6. The following formula shall be used in determining an employee's ranking for post rotation:

- A. **Length of Service:** one point shall be awarded for each month of service with KDOC and one-half point shall be awarded for each month of service with the Kansas Juvenile Justice Authority in the juvenile corrections officer series. If an employee separates from service with the state of Kansas, if that separation lasts one year or less, then all previous service time shall be included. If that separation lasts more than one year, no points will be awarded for prior service. There shall be no maximum number of points available for this category.
- B. **Performance Reviews:** Excellent or Exceeding expectations shall be worth eight (8) points; Satisfactory or Meets expectations shall be worth four (4) points; Unsatisfactory or Does Not Meet Expectations shall be worth zero (0) points. Points will be based on the most recently completed review.
- C. **Experience:** two points shall be awarded for each month of service in the applicable rank. There shall be no maximum number of available points in this category.
- D. **Reprimands:** There shall be one point deducted for each letter of reprimand within the last 12 months.

- E. **Other Disciplinary Actions:** points shall be deducted from the total for the following disciplinary actions within the last 12 months: Every suspension will be worth two (2) points and ten (10) points for a demotion. Voluntary, non-disciplinary demotions shall not count in this category.

Section 7. When more than one employee requests a specific post the employee with the highest ranking shall be assigned the preferred post. If more than one employee requesting a post has the same ranking for post rotation, then the post will be assigned to the employee whose assignment to the post is most distant in time. Any ties in the post preference process shall be determined by a coin flip by the warden's designee.

Section 8. Post openings, not including temporary posts, arising after the rotation schedule in Section 4, shall be filled pursuant to the post preferences submitted pursuant to Section 3 and the formula set forth in Section 6. After post rotation or a post opening has been filled, post preferences shall not be retained and individuals will need to submit a new preference sheet each time a post opening occurs if that employee wants to be considered for that post assignment. Post openings shall be posted by the employer for a period of ten (10) days to allow any employee eligible to submit a new Post Preference Sheet to do so. The posting shall contain the post name, roster number, hours of work, and other information identifying the opening. Employees will be allowed to post preference for a post they have been assigned to in the past rotation cycle and will be able to work two consecutive rotation cycles in the same post if the previous post assignment has been for less than 120 calendar days.

Section 9. Employees shall not be allowed to change posts after the rotation occurs more often than two times in a post rotation cycle.

Section 10. Filling of Specialty Posts. Specialty post openings shall be posted for ten (10) days. The posting will contain all of the information pertinent to the post, including, but not limited to the following: rank, days off, hours of work, duties, and qualifications. Any employee of the requisite rank desiring to apply for the specialty post shall submit prior to the closing date an application setting forth their qualifications for the post, including how their experience, skills, and training match the requirements of the position. Selection of the individuals who meet the minimum qualifications for assignment to a specialty post shall be based on an interview, and on whether he/she has the experience, skills, training and judgment that best match those required for the specialty post. The applicant's disciplinary record within the past 12 months and performance reviews may be considered in the selection process. The warden or designee will make the final selection.

Section 11. Temporary filling of specialty posts. When a temporary opening of a specialty post exists which is expected to last five (5) days or less, the post shall be staffed by reassigning an employee of the appropriate rank who has previously worked the post, if available. If not available, the post shall be filled by an employee of the appropriate rank who has permanent status, except the employee may be on probationary status if they are working directly with an employee who has permanent status. When a temporary opening of a specialty post exists which is expected to last more than five (5)

days but less than sixty (60) days, the post will be filled by a qualified applicant for the post during the most recent selection process. If the opening is expected to last more than sixty (60 days), the selection process set forth in Section 10 shall be followed.

Section 12. The KDOC shall establish a schedule to review, on an annual basis, a minimum of one-third of all specialty posts at each facility to evaluate whether each particular post shall be continued as a specialty post. If it is determined the post will be continued as a specialty post it will be reopened for applications pursuant to Section 10 of this Article. The incumbent is eligible to apply to continue in the post. Selection of the officer for assignment to the specialty post shall be made in accordance with Section 10 of this Article. Nothing shall preclude management from leaving an employee in a specialty post if they are the most qualified. The specialty post review shall be completed in conjunction with annual post rotation so that non-selected officers may participate in the post rotation process.

Section 13. If a specialty post is eliminated the employer will make a reasonable effort to assure that the employee will maintain the same days off and hours of work until the next post rotation. If an employee is removed from a specialty post as a result of disciplinary action, for performance reasons, or at the employee's request, the employee may be reassigned to a work schedule based on the operational needs of the employer.

Section 14. This article shall be applicable on and after July 1, 2010.

[Article 1 was amended and TA'd on March 31, 2010]

Article 2. Number of Stewards at Correctional Facilities

The number of stewards that may be designated shall be as follows:

At Lansing, Hutchinson, and El Dorado Correctional Facilities, not including satellite units, there may be up to twelve stewards named by the union. Of the twelve, one shall be designated as the chief steward and one shall be designated as the alternate chief steward. At the remaining correctional facilities, not including satellite units, there may be up to eight stewards named by the union. Of the eight, one shall be designated as the chief steward and one shall be designated as the alternate chief steward.

At satellite units (Osawatomie, Stockton, Toronto, Wichita Work Release Facility) there shall be no more than one steward for each shift.

Chief Stewards will be responsible for coordinating the activities of other stewards to ensure the efficient use of release time.

Article 3. Uniforms / Allowances

Section 1. When the employer requires an employee to wear a uniform, the employer shall furnish such employee with uniform components and accessories as required by normal and specialized duties and has been established in IMPP 12-123 and policy memorandum 02-10-007 and any future amendments consistent with the current policy regarding issuance. DOC agrees to consult with KOSE prior to making any changes to the current uniform or if a new uniform is implemented. Subject to approval by the appointing authority or designee employees of these divisions may supply their own uniform accessories so long as they comply with Department standards.

Section 2. The employee shall be responsible for routine maintenance and cleaning of the regular uniform and for the application of the proper insignias and emblems. The employer shall replace component uniform pieces determined by the employer to be excessively worn, soiled, or damaged through regular use.

Section 3. Employees that lose or damage uniform components or accessories through negligence or intentional acts may be subject to discipline and/or the depreciated value of the item, as determined by the employer.

Section 4. Non-law enforcement employees will be entitled to have long hair and or beards if they so desire, provided they are kept well groomed and do not pose a safety threat.

Section 5. For uniforms issued after the effective date of this Supplemental Agreement, the Employer shall provide American flag patches to be worn on the upper right arm of the BDU shirt, polo style shirt and the field jacket. KOSE will design, submit for approval and provide a KOSE patch to be worn by stewards within the bargaining unit on the right side of the BDU shirt collar and/or polo shirt collar which patch shall identify them as KOSE stewards.

Article 4. 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. 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's compensation wage replacement for a disability attributable to state employment prior to May 1, 1983, shall not be credited.

Section 3. An employee's length of service 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 length of service accumulation shall resume when the employee properly returns to permanent employment at the end of such leave.

Section 4. 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 5. For shift and post assignments at Department of Corrections facilities, ties in length of service shall be broken by flipping a coin.

Article 5. Erosion

The Employer retains the right to contract for services in order to maintain the efficiency and effectiveness of governmental operations. The Employer will not privatize bargaining unit work for the purpose of eroding the bargaining unit.

Article 6. Compensation

Section 1. The employer may direct that employees work past the scheduled end of their shift as necessary to meet the operational needs of the facility.

Section 2. For overtime not included under Section 1 above, employees may volunteer for overtime work by giving written notice to their supervisor. The employer will develop a list at each facility, in the order notice is received, of those employees volunteering for overtime. The employer shall attempt to distribute such overtime fairly and equitably among employees who volunteer for overtime subject to agency established maximum limits. No part-time employee shall be scheduled for overtime until all employees who have signed up for volunteer overtime are unable or unavailable to work overtime hours.

Section 3. Notwithstanding the provisions of Section 2, the employer reserves the right to select specific individuals for overtime in order to meet particular operational needs.

Section 4. The employer shall make an effort to assign overtime under Sections 1 and 3 above that does not exceed four (4) hours in duration, and are scheduled

to provide coverage for the four (4) hours immediately preceding or immediately following the employee's regular shift.

Section 5. Subject to legislative appropriations, the following Kansas Department of Corrections employees will receive additional pay of \$1.00 per hour for all hours worked: SORT members; officers assigned to work segregation units; and officers who have and demonstrate bilingual proficiency.

Section 6. No employee shall be mandated to work more than 12 hours in a 24 hour period.

Section 7. In the event of an officially declared emergency, the employer may direct employees to work for up to 18 consecutive hours. At the end of the 18 hour time period, the employer shall provide a means for the employee to rest for at least six (6) consecutive hours.

Article 7. Call-In and Call-Back Pay

The employer may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule. Employees of the unit who are called in to work on a regular day off or are called back to work after a regular work schedule, shall be paid at the appropriate rate of pay for the hours worked. Except as noted below, such employees shall be paid for a minimum of two hours. The minimum of two hours shall not apply if the employee was on stand-by when called in or called back, nor shall it apply if the employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only the hours actually worked shall be credited in determining eligibility for overtime compensation. If the employee is recalled to work more than once on a regular day off or more than once between the end of an employee's shift and the start of the employee's shift on the following day, the employee shall be paid for the entire period of time from the time of the first recall to the end of the last recall.

Article 8. Alternative Work Schedules

To the extent that such shifts are not already in place the Employer and KOSE agree to work cooperatively to evaluate the feasibility of ten (10) and/or twelve (12) hour shifts for Unit 6 employees, and to work towards implementation of such shifts if found to be mutually beneficial.

Article 9. Training

Unit 6 employees shall receive initial and annual training appropriate for the position.

Prior to being independently assigned to a post, new corrections officers shall receive two hundred (200) hours of basic training.

All corrections officers with permanent status shall receive a minimum forty (40) hours of annual training. This annual training will include safety and emergency procedures, security procedures, communications skills, self defense and any other additional training as the Employer determines necessary. Officers who do not receive annual firearms training will not be precluded from rotating into an armed post or in transferring to a facility where all officers receive annual firearms training. In such case the officer will be scheduled for firearms training and be provided the opportunity to qualify with firearms. Training shall be provided by qualified instructors as determined by the agency. OJT (on the job training) and FTO (field training officer) trainers shall be permanent status employees.

Article 10. Health and Safety

Section 1. Safety is of mutual concern to the Employer and the Union.

Section 2. All employees of the appropriate unit shall be alert to any conditions they believe to be unsafe and shall report such conditions to their supervisors.

Supervisors shall see to the prompt investigation of reported unsafe conditions, and shall take such corrective action as may be necessary or shall report the conditions to the agency or facility as appropriate for such action as the agency deems appropriate.

Within the bounds of sound correctional or other management, the employer shall take reasonable measures to protect employees against unreasonable exposure to hazardous conditions. At correctional facilities the institution warden shall make the final determination as to whether any conditions or situations constitute unreasonable exposure to hazardous conditions. At other locations the agency head or designee shall make this determination.

In the event an employee comes into contact with blood or bodily fluids, arrangements will be made for the employee to shower and/or change his or her uniform, or take other corrective actions as necessary. Other corrective actions include, but are not limited to: medical care and treatment, sanitizing of boots and equipment.

Employees shall be provided with information on all communicable diseases to which they may have routine work place exposure. Information provided to employees shall include the symptoms of diseases, modes of transmission, methods of self-protection, proper work place procedures, special precautions and recommendations for immunization.

Section 3. The employer shall establish a new Safety Committee at each correctional facility. This Safety Committee shall be inclusive of all units covered by the Memorandum of Agreement which became effective May 18, 2008. Management and the union shall each be entitled to appoint up to six (6) members to the Safety Committee at each location. The Safety Committee shall meet regularly for the purposes of identifying and correcting unsafe working conditions.

The Committee shall:

1. Appoint its committee chairperson.
2. Meet on dates established by the Committee or as otherwise requested by the Committee Chairperson or the Employer.
3. Review injury and inspection reports for unsafe and unhealthy patterns.
4. Promote education programs which will motivate the practice of safe working habits.
5. Submit recommendations to the institution warden or superintendent, as appropriate, for improvement in safety and security.

Section 4. Safety committee members who meet during their regularly assigned work hours shall be compensated as if actually worked.

Article 11 Duration

This Unit 6 Supplemental Agreement is supplemental to the Memorandum of Agreement between the Kansas Organization of State Employees and the State of Kansas (KOSE MOA) that became effective May 18, 2008. This Unit 6 Supplemental Agreement shall become effective the first day of the first full pay period following signature by the parties and shall remain in effect until June 30, 2010. In accordance with Article 23 of the KOSE MOA this Unit 6 Supplemental Agreement shall automatically be renewed from year to year thereafter unless either party provides written notification to the other by July 1 of the calendar year prior to expiration of its intent to terminate, modify or amend this Supplemental Agreement. If meet and confer is reopened under this paragraph, all provisions of this Supplemental Agreement shall remain in full force and effect during any such re-opener.

**FOR THE
STATE OF KANSAS**

Duane Goossen, Secretary
Kansas Department of Administration

John Yeary, Director of Labor Relations
Kansas Department of Administration

**FOR THE
KANSAS ORGANIZATION OF
STATE EMPLOYEES**

Gino Carbenia
Chief Negotiator KOSE

Jane Carter
Executive Director KOSE

Richard Short
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Gerald Dennison
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Kathy Holmes
KOSE Team Member

Shawn Pokorski
KOSE Team Member

Adam Burbank
KOSE Team Member

Gregory Whitfield
KOSE Team Member

Duane Mathes
KOSE Team Member

Betty Cotton
KOSE Team Member

Adam Chriss
KOSE Team Member

KOSE Supplemental Bargaining Unit 6

Amendment for Mandatory and Voluntary Overtime

Section 1: Ranking and Placement on Mandatory Overtime List

- A. New Officers and Officers transferring from other facilities will be placed at the bottom of the Mandatory Overtime List. There shall be one Mandatory Overtime List per shift maintained by the Chief of Security or designee.
- B. Whenever an Officer has scheduled leave (at least 24 hours in advance), their leave begins at the end of their shift immediately preceding the scheduled leave and ends at the beginning of their shift immediately following the scheduled leave. Officers with scheduled leave will not be required to work an overtime shift during their scheduled leave even if they are at the top of the Mandatory Overtime List.
- C. While on leave the officers name will be considered inactive but kept in the proper rotation. In the event that person's name rotates to the top it will be maintained in the top position and made active upon their return from leave.
- D. Officers shall be moved to the bottom of the Mandatory Overtime List when they have worked at least 1 hour of mandatory overtime or 2 consecutive hours of voluntary overtime.
- E. The Mandatory Overtime List will include all Corrections Officers covered by KOSE.

Section 2: Mandatory Overtime Requests/Assignment

- A. As soon as the need for overtime becomes known, the Shift Supervisor or Assistant Shift supervisor or their designee shall begin to fill roster shortages by volunteer offers first. Volunteers shall include all staff trained and certified as Corrections Officers covered by KOSE. Preference will be given to Officers who volunteer for all eight (8) hours over Officers who volunteer for four (4) hours.
- B. The Shift Supervisor or Assistant Shift Supervisor or their designee shall coordinate contacting Officers on the Volunteer Overtime List. Every effort will be made to exhaust this list and to ensure direct contact is made in person or electronically. Once the announcement on shift has been made and no volunteers can be found, the facility shall begin contacting staff on the Mandatory Overtime List in order from the top. Staff will be notified at least an hour prior to the end of the Officer's shift unless time and circumstances do not permit.
- C. Overtime that cannot be filled by volunteers will be filled by the first Officer on shift from the top of the Mandatory Overtime List.
- D. Volunteers located after Officers have been required to stay over shall be utilized by relieving the last Officer required to work a mandatory overtime shift.
- E. Shift Supervisors shall demonstrate they made every attempt in good faith to relieve staff that are required to work overtime. The Chief of Security or designee shall retain complete records

of efforts to contact staff on the volunteer overtime list prior to mandating overtime per shift. Such records may be viewed upon request to the appointing authority.

Section 3: Notification of Mandatory Overtime

- A. Mandatory overtime will be assigned in a four (4) hour block. Voluntary overtime will be assigned in four (4) or eight (8) hour blocks.
- B. The Shift Supervisor or the Assistant Shift Supervisor shall post to a shared drive an up-to-date mandatory overtime list showing Officers' positions on that list. These daily lists shall also be printed and posted daily in a convenient place for Officers to see it.
- C. Officers required to work mandatory overtime shall be notified prior to their shift, or in person at least 1 hour prior to the end of their shift unless exigent circumstances exist. Officers so notified will be allowed to make phone calls outside the facility to notify others or make necessary arrangements as a result of being required to work mandatory overtime. Direct notification can be done by phone, radio, or in person.
- D. Officers working an eight (8) hour overtime shift immediately following or preceding a regular eight (8) hour shift shall be provided an opportunity to receive a 30-minute paid break. Officers working a four (4) hour overtime shift immediately following or preceding a regular twelve (12) hour shift shall be provided an opportunity to receive a 30-minute paid break. Staff currently in the post shall remain on post until the Officer working overtime returns from their break. Facility emergencies shall be the only exception for denying a break to an Officer working an overtime shift.
- E. The Officer(s) assigned to work mandatory overtime shall report to the designated post when directed and shall remain on-duty until properly relieved. The Shift Supervisor or Assistant Shift Supervisor or their designee shall continue to identify and assign Officers from the Voluntary Overtime List. Except in the event of an ongoing facility incident Officers working a mandatory overtime shift shall not be required to work more than four (4) hours in addition to their shift but may elect to work up to a total of eight (8) overtime hours by volunteering to do so. KDOC acknowledges that mandatory overtime in excess of four (4) hours in addition to an officer's shift due to an ongoing facility incident should rarely occur and that it will diligently and in good faith endeavor to limit same. Any issues with mandatory overtime hours may be discussed at the quarterly Labor/Management Meetings, but this will not preclude the filing of grievances for violations of this policy or the Unit 6 Supplemental.

Section 4: Volunteer/Mandatory Overtime Post Assignment Procedures

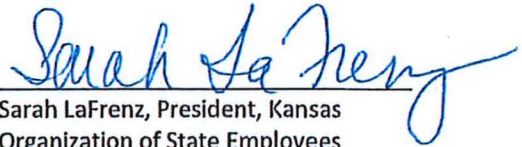
- A. In the event that it becomes necessary that an Officer work overtime either voluntarily or by mandate, in either a four or an eight-hour increment, that Officer may request a specific vacant post that the Officer works the overtime in.

- B. An Officer cannot request a post that has already been selected by another Officer for overtime. Posts will be on a "first come, first serve" basis. Preference will be given to Officers who volunteer for all eight (8) hours over Officers who volunteer for four (4) hours.
- C. An Officer can only pick a post of either their current rank or below their current rank.
- D. In the event a ranking Officer must be removed from the roster an Officer of either the current rank or one rank lower may be considered to fill the open post by choice.
- E. Specialty/non-rotating posts will not be considered a valid choice of post for an Officer to work overtime that is not currently assigned to that specialty/non-rotating post or that is not properly trained for that specialty/non-rotating post.
- F. In the event that an Officer is in a post away from the facility grounds that would create undue stress on the facility to have the Officer relieved, the appointing authority may continue to have that Officer work the post that Officer is currently in until they return to the facility.
 - a. Once the Officer returns to the facility, if that Officer has not completed the four or eight hour volunteer/mandatory overtime increment, the Shift Supervisor will give that Officer the opportunity to select the vacant or open post in which they would like to complete their overtime.

Signed this 2nd day of December, 2021 by:



Jeff Zmuda, Secretary, Kansas Department of
Corrections



Sarah LaFrenz, President, Kansas
Organization of State Employees