

Memorandum of Agreement
University of Kansas Medical Center – Fraternal Order of Police Lodge #37

Preamble

This Agreement, first made and entered into the 4th day of March, 2016, by and between the University of Kansas Medical Center, located at 39th and Rainbow Boulevard, Kansas City, KS 66160 (hereinafter referred to as the "MEDICAL CENTER"), and the Fraternal Order of Police, Lodge #37 (hereinafter referred to as the "LODGE") acting herein on behalf of the members of the bargaining unit (hereinafter referred to as the "EMPLOYEES").

WHEREAS, the Lodge was selected as the representative in a secret ballot election conducted by the Kansas Public Employees Relations Board (PERB) on August 31, 1991, Case No. 75-UDC-3-1991, to represent the Employees covered by this Agreement as hereinafter provided through the meet and confer process, and NOW, therefore the parties do agree as follows: It is the intent and purpose of the parties that this Agreement promote and improve the mutual interests of both the parties of the Medical Center and the Employees to avoid interference with services, to establish equitable and uniform procedures for resolving differences and to establish terms and conditions of employment as hereinafter provided.

Article 1

Lodge Recognition

The University of Kansas Medical Center recognizes the Lodge as the exclusive representative of the employees in the appropriate unit for the purposes of meeting and conferring and the settlement of grievances. Appropriate unit shall INCLUDE employees in the position classifications listed below, but shall EXCLUDE all other employees and supervisors as defined in the act under section 75-4322(b) but shall also EXCLUDE all confidential employees, and employees in the appropriate unit appointed on a temporary basis.

Position Classifications in Appropriate Unit Shall Be:

- University Police Officer
- University Police Corporal

Article 2

Lodge Recognition of Management Rights

The Lodge recognizes that the Medical Center has the obligation of serving the public with the highest quality police services. Therefore, except as this Agreement otherwise provides, the Medical Center retains the exclusive right to hire, promote, demote, transfer, assign, direct, and schedule the working force; to plan, direct and to control operations; maintain the efficiency of governmental operation; suspend, demote or discharge employees for proper cause; to promulgate rules, regulations and personnel policies; to introduce new or improved methods or facilities that may be necessary to carry out the mission of the K.U. Medical Center; and to determine the methods, means, and personnel by which operations are to be carried on, except for such restrictions as are expressly provided for in this Agreement.

The Lodge further agrees that nothing in this Memorandum of Agreement is intended to supersede any subject covered by federal or state law, any Public employee rights defined in K.S.A. 75-4324, any public employer rights defined in K.S.A. 75-4326, or the authority and power of any Civil Service Board, 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 Medical Center served by such Civil Service Board or personnel board.

Article 3

Lodge/Management Cooperation

Section 1. The Lodge and the Medical Center agree that they will not, singly, or collectively, coerce, intimidate, or otherwise force any employee to join or not to join the Lodge.

Section 2. The Lodge agrees to cooperate with the Medical Center in enforcing strict observance of all terms, provisions, and agreements herein contained.

Section 3. The Medical Center agrees to receive and consider constructive suggestions submitted by the Lodge towards full efficiency and safe, quality police operations.

Section 4. Once each quarter (as needed), the Lodge and the Medical Center shall jointly offer a session up to one (1) hour in length to orient new members of the appropriate unit with the terms and provisions of this Agreement. New employees who wish to attend one of these sessions (and who have not previously done so) will be given the opportunity without loss of pay.

Article 4

Non-Discrimination

It is agreed by the Medical Center and the Lodge that there will be equal opportunities and encouragement to every applicant and employee regardless of race, religion, color, sex, national origin, disability, age, veteran's status, or lodge membership, in securing and holding, without discrimination, employment in any field of work or labor for which he or she is properly qualified.

Article 5

Meet & Confer Committee: Meetings & Members

The process of meeting and conferring for the purpose of reaching an agreement requires a free and open exchange of views by all parties. To such an extent, the Lodge and the Medical Center shall designate their respective committees. Each respective committee will consist of no more than six (6) persons with no more than two being in pay status.

The Lodge agrees that its committee shall have no less than three (3) unit members. The Lodge and the Medical Center shall designate a chief spokesperson, before each meeting who shall express the views at the table and have the authority to initial tentative agreements.

The members from the appropriate unit shall be in pay status if the meet and confer session occurs during a member's regular duty time. The Medical Center agrees to make appropriate

schedule changes to prevent manpower shortages so the members may participate in the session.

Article 6 **Lodge Stewards**

Section 1. Lodge Stewards. The Medical Center agrees to recognize stewards who have been designated by the Lodge to serve in this capacity. It shall be the responsibility of the Lodge to provide the names of employees selected as Lodge representative and Lodge steward to the Associate Vice Chancellor of Human Resources annually. The Lodge agrees to notify the Medical Center in writing of any changes.

Section 2. Number of Stewards. The number of stewards, selected from among employees in the appropriate unit, shall not exceed three (3) stewards.

Section 3. Function of Stewards. The function of the line steward is to serve as a Lodge point of initial contact and information for all employees in the appropriate unit.

Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or interpretations of provisions of the Memorandum of Agreement, providing enough personnel remain on duty to provide adequate police service. Time spent on representation of members outside the steward's normal work hours shall not be considered time spent in the employ of the Medical Center or the department. Reasonable time for this purpose shall be interpreted to mean up to twenty (20) minutes per contact, but no more than two (2) hours per week total for all grievance handling in the area. Before leaving his/her post, the steward will request permission of his/her immediate supervisor and advise him/her that his/her absence involves Lodge business and the location to which he/she is going.

Section 4. Lodge Representatives. The Medical Center agrees to recognize one (1) Lodge Representative designated by the Lodge. The Lodge Representative may or may not be an employee of KUMC. The function of the Lodge representative is to assist the line steward when necessary. He/She will observe the procedures set forth in Section 3 of this article.

It is agreed that in exercising their duties under this article, the representative and/or the steward(s) will not discuss any matters connected with the internal management and operation of the Lodge; collect dues or assessments; solicit membership; campaign for elective office in the Lodge; distribute literature; or solicit grievances or complaints.

Where the Lodge representative is not a KUMC employee and has a need to visit KUMC premises for the purpose of conducting Lodge business, he/she shall inform either the Director of Public Safety or Associate Vice Chancellor of Human Resources prior to coming on campus.

An employee desiring to leave his/her post to discuss an appropriate matter with a steward will obtain prior permission from his/her supervisor.

Article 7

Training and Development

Section 1. All full-time police or law enforcement officers are required to complete law enforcement education annually in accordance with K.S.A. 74-5607(a). In order to be applied to this annual training requirement, training must meet Kansas law Enforcement Training Center standards. Failure to complete such training may be grounds for disciplinary action. Exceptions to this provision are provided in the statute and must be authorized by the Director of the KLETC.

The Medical Center agrees that during the course of each year, employees will have ample opportunities to meet their obligations under the statute. The Department will designate those courses meeting the annual requirement.

The Department agrees to post notices informing employees of training courses.

Section 2. The Medical Center agrees that it will attempt to evenly distribute educational opportunities among all employees in the appropriate unit based on need.

The Training officer will review training and educational programs to determine those programs the department is prepared to pay for all or a substantial portion of the attendance costs.

When the Director or designee approves such a program for sponsorship the program's availability will be opened for all unit employees to apply. Participation in training shall be determined in accordance with the employee's department seniority when the department judges two or more officers to be equally in need. In the interests of distributing such training opportunities as widely as possible the department will take into consideration when an officer last attended a sponsored training program and whether the content of the program was similar to that being requested.

Employees who are not chosen may still request to attend the program at their own expense. To the extent operational demands, staffing levels and a consideration of overtime permit, such employees will be permitted to attend. If approved, the employees will attend on work time.

Pursuant to department policy, if a training or educational program is not sponsored by the department employees may still individually request funding and/or work time to attend the training or educational opportunity. Employees completing any training seminar, conferences, or college courses, regardless of whether they were sponsored by the department are encouraged to submit certificates of attendance for possible inclusion in their departmental file. Certificates which are judged at least partially related to law enforcement will be accepted and placed in the respective employee's departmental file.

Additionally, subject to KLETC policy, such information will be forwarded for inclusion into the respective employee's state records.

Section 3. The Department may require designated employees to attend training which is deemed relevant and important to their present or special job assignment or overall departmental needs, provided the training isn't intended to advantage the employee with respect to career enhancement opportunities. In addition, employees, who are interested in attending supplemental training to become an authorized instructor, shall inform the Department Training Officer of their

interest. The department agrees to consider officer interest when offering such supplemental training opportunities.

Section 4. The Department and the Lodge agree that three (3) members of the Lodge may request to attend the National and State F.O.P. conventions and Board meetings each year in pay status. Further, the parties agree that the granting of the leave will be determined by operational demands, staffing levels and whether overtime would need to be paid. Release time for other FOP sponsored events may be submitted for consideration on a paid or unpaid basis.

Article 8

Use of Facilities

The Medical Center shall provide a meeting place to the Lodge for regular or special Lodge meetings upon written notice from the President of the Local to the Associate Vice Chancellor of Human Resources. Such meeting space shall be provided under the following circumstances:

A. If suitable space is available at the Medical Center and is not reasonably available elsewhere in the area.

B. The Lodge agrees to reimburse the Medical Center for any usual charge made for the facilities provided and for any additional expenses which would not have been incurred had the space not been made available to the Lodge.

C. That a request for the use of such space is normally made at least two weeks in advance for the date of use. If a two week notice cannot be provided, the Medical Center agrees to make a reasonable effort to obtain the requested space. In the event of cancellation, the Lodge will normally cancel no later than 48 hours prior to scheduled use.

D. The Medical Center agrees to make available space for a bulletin board provided by the Lodge. This bulletin board will be for the exclusive use of the Lodge for purposes of posting official notices of the following Union activities; meetings, elections, and results of elections, appointments, recreational and social affairs. The bulletin board will be placed in an area of the squad room or other mutually agreeable area. The size of the bulletin board will be adequate to post 4 full sized 8 ½ X 11 sheets.

If the Lodge wishes to post material on this bulletin board pertaining to topics other than those listed above, the Lodge agrees the Medical Center must grant prior approval for such postings. Further, the Lodge agrees to submit the information to the Police Chief a minimum of 7 days in advance of the date it wishes the material to be posted.

If approved, the material will be returned to the Lodge official for posting. The Lodge is responsible for any and all liability that may arise from any postings placed upon this bulletin board.

Article 9

Check-Off of Lodge Dues

The Medical Center agrees that upon written signed authorization from an employee, it will deduct from the wages of the employee the legally established monthly Lodge dues.

The Medical Center and the Lodge agree that such authorization shall remain effective for not less than one hundred eighty (180) days and shall continue until such time as the employee is no longer an employee of the Medical Center or submits a request for termination of authorization in writing, to the Lodge and the Medical Center, at least thirty (30) days prior to its effective date.

Deductions authorized by this section shall be in accordance with the deduction plan provisions of K.S.A. 1980 Sup. 75-5501, and any amendments thereto.

Article 10 **No Interference/No Lock Out**

The Lodge agrees that during the life of this Agreement the Lodge, its agents, or its appropriate unit members will not authorize, instigate aid or engage in any work stoppage, slowdown, sickout, refusal to work, unlawful picketing or strike against the Medical Center.

The Medical Center will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Lodge.

Article 11 **Official Personnel Records**

The Medical Center and the Lodge agree that employees may review all disciplinary records, evaluations, and common materials in accordance with all State and Federal statutes at the discretion of the employee. Employees upon request shall have the opportunity, once each quarter, to review their official Medical Center personnel file.

All materials except references provided by other employers in confidence shall be subject to such review. If an employee so requests, he/she may receive without charge, one (1) copy of any document in his/her official personnel file. Personnel files should be reviewed with the Associate Vice Chancellor of Human Resources or designate and may not leave the office without specific authorization of the Associate Vice Chancellor of Human Resources.

In addition, the department may maintain a personnel file on each employee in their department, provided that such file shall also be subject to review and discussion once each quarter upon request of the respective employee. Such departmental file is not the official personnel file of such employee.

Supervisors may maintain a supervisor's log or notes to assist them in the discharge of their duties as supervisors. Such logs/notes shall be subject to discussion with employees but not open for review. The Medical Center agrees that notes or documents taken from a supervisors file will not be offered as evidence in disciplinary matters except to support the occurrence of oral counseling of an employee.

Article 12 **Work Week and Overtime**

Section 1. The Medical Center standard work period will consist of one week with a total of forty (40) hours worked within a seven (7) day period commencing at 12:01 a.m. Sunday and ending 168 hours (7 days) later at 12:00 midnight on Saturday.

Section 2. The normal work shift shall consist of eight (8) or ten (10) or twelve (12) hours per day. Shift hours will be reviewed annually and shall be determined in accordance with work load and need for police services. The department retains the exclusive right to change or modify any or all shift hours. The Lodge recognizes that exigent circumstances such as sudden or otherwise unexpected reduction in manpower can arise with little advance notice. In the event such a situation should arise, the Department will notify the Lodge as soon as is practically possible.

Section 3. All hours worked in excess of forty (40) hours per work period shall be considered overtime and shall be paid for at the rate of one and one half (1- 1/2) times the employee's regular hourly rate. In lieu of paying an eligible employee at the time and a half rate for overtime worked, an employee may request that compensation for overtime worked be in the form of compensatory time off. If approved, the compensatory time off shall be at the rate of one and a half hours off for each hour of overtime worked, at some time after the workweek or work period in which the overtime was worked. If an employee works in excess of his/her normal work schedule and the employee requests time off in the same workweek, the department may grant the employee's request, however, the employee shall be granted time on an hour for hour basis in accordance with the FLSA, University policies, and the Manual of Operations.

Section 4. Nothing in this Agreement shall be regarded as a guarantee of any hours of work per day or per work period.

Section 5. Work schedules shall normally be posted a minimum of two (2) weeks in advance of the beginning of the schedule period. Changes to an employee's established work schedule shall be in accordance with Departmental Manual of Operations, Article 3-8-6.

Section 6. The Medical Center reserves the right to schedule overtime work as may be required. Overtime within Police Operations will be offered on the basis of seniority to those officers scheduled to work the shift immediately before and after the needed overtime assignment. Such overtime will be scheduled to precede or follow an officers regularly scheduled shift. Where such overtime is needed, The Lodge and the Medical Center agree that officers who are being called in prior to their regularly schedule shift will respond.

Except in an emergency, to ensure adequate police services, as determined by the department, or as a result of other employee's failure/refusal to respond to department attempts to distribute overtime, the Medical Center agrees not to schedule employees to work more than fifteen (15) consecutive hours.

In assigning any overtime work, the Medical Center will first seek volunteers from the appropriate unit (Article 1). If more volunteers respond than are needed for the overtime assignment, the more senior employee will be given the assignment. In the event that the overtime assignment cannot be filled with volunteers, the department may assign work to employees in the unit. Such assignments shall be made in reverse order of seniority, with respect to the job title of the overtime assignment (i.e., an open officer shift will be assigned to a member within the university police officer rank, and will be chosen based on reverse order of seniority).

Section 7. Staffing for Special events including but not limited to KU Football, Basketball, Flu Shot Day, and Race Day, will be done in accordance with Section 6 of this Article. Officers, who wish to do so, may volunteer for any number of hours (including on regularly scheduled days off) with the permission of command staff. Further, the parties agree that special events

assignments may result in employees working in excess of 15 consecutive hours and that such assignments do not represent a violation of Section 6 of this Article.

Section 8. Premium pay cannot be pyramided under this or any other article of this agreement.

Article 13 **Holidays**

Section 1. The Medical Center and the Lodge agree that as a condition of employment, employees in the appropriate unit shall be expected to report for work on holidays with the exception of holidays designated by the governor on an annual basis. These holidays currently include:

- New Year's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- One (1) Discretionary Day

Other days as may be designated by the governor as days on which state offices will be closed shall be considered holidays for employees in the appropriate unit. When necessary, the Medical Center may require any or all employees to report for work on any of the above holidays.

Section 2. Regular full-time employees in the appropriate unit shall receive holiday pay based on the number of hours the employee was regularly scheduled to work on the holiday. If the employee does not work a holiday, all regular full-time employees will receive holiday credit based on the number of hours the employee was regularly scheduled to work on the day the holiday occurred.

Such pay or credit shall be paid at their regular straight time hourly rate of pay for the above holidays on which no work is performed. Regular full-time employees in the appropriate unit who are required to work on a holiday, shall in addition receive compensatory holiday credits, or at the employee's request with departmental approval, pay for the hours actually worked on the holiday. Holiday compensatory time shall be at the rate of one and a half (1 ½) hours credit for one (1) hour worked. Holiday compensation if granted, shall be at a time and a half rate (1 ½).

Section 3. If a holiday falls on a Saturday, the proceeding Friday shall be considered the observed holiday. When a holiday falls on a Sunday, the following Monday shall be considered the observed holiday.

Section 4. When an observed holiday falls during an employee's vacation, that day shall not count as one of the vacation days allowed.

Article 14

Salaries

When funding is available for wage increases during the term of this Agreement, the following shall be used to determine the pay of individual bargaining unit members:

1. Employees, who receive an employee evaluation rating of "meets expectations," shall receive the entire amount of the allocated wage increase.
2. Employees, who receive an employee evaluation rating higher than "meets expectations," shall receive the entire amount of the allocated wage increase and shall also, receive an additional amount at the discretion of the employer.
3. Employees, who receive an employment evaluation rating lower than "meets expectations" may receive a wage increase at the discretion of the employer.

The Department and the Lodge agree that there shall be no reduction in salary, without first meeting and conferring regarding same. In the event an officer is offered a promotion, the Department shall inform such candidate of the salary for that job title.

Article 15

Shift Differential

The Medical Center agrees to pay shift differential to eligible unit members. Shift differential shall be paid to employees for hours worked on regularly established shifts other than the normal day shift. The current rate for shift differential is \$0.45.

Article 16

Standby, Call-in and Callback Pay

The Medical Center and the Lodge agree that employees shall receive standby, call-in or callback pay in accordance with and subject to the provisions of Medical Center policy, as outlined below:

Section 1. Stand-by

1. Non-exempt employees are placed on stand-by when there is a reasonable chance of their emergency recall due to their department needing their services. Employees on stand-by are required to be available to report to work within a reasonable amount of time if the need arises. Stand-by compensation is paid when this obligation does not significantly restrict the employee's off duty activities (e.g., the employee carries a beeper).
2. Employees on stand-by receive compensation at the rate set by the Department of Human Resources. If called in to work, they are paid at their normal appropriate rate for the hours worked. They shall not be paid stand-by compensation for the hours they actually work.
3. Employees called in to work from stand-by are guaranteed at least one hour of work and accompanying pay.

4. Employees on stand-by who are unavailable when called and who present no adequate justification for their unavailability shall lose stand-by compensation for that stand-by period and may be subject to disciplinary action.
5. Exempt employees are not eligible for stand-by compensation.
6. If employees' off duty activities are significantly restricted (e.g., they must remain at their home telephone), then this situation is no longer considered "stand-by." During this time, they are considered to be working and are compensated at the appropriate rate of pay (which could result in an overtime situation).

Section 2. Call-Back

1. Non-exempt employees called back to work after having left the workplace subsequent to completing an assigned work shift shall be provided a minimum of two (2) hours work. This two hour minimum shall not apply if the employee was called back during the two hour period immediately prior to the beginning of the employees next regularly scheduled work shift.
2. Call-back assignments are made from the list used to schedule overtime.
3. Overtime pay will be issued for time worked on call-back when employees have worked forty or more hours in one week. When scheduled time worked plus call-back time worked does not exceed the forty (40) hour limit for one work week, employees will be paid at their normal rate for call back time.

Section 3. Call-in

Non-exempt employees who are called in to work on a day they are scheduled to be off shall be provided a minimum of two (2) hours work, unless the employee was on stand-by when called in or if the call-in was during the two hour period immediately prior to the beginning of the employees next regularly scheduled work shift.

Article 17 Residential Requirement

The Lodge agrees that employees in the appropriate unit shall be required to reside within a forty-five minute response time to the KU Medical Center campus.

Article 18 Probation

Section 1. The Medical Center and the Lodge agree that all employees with original and reinstatement appointments shall be subject to a probationary period in accordance with Medical Center policy.

Section 2. During the probationary period, the Medical Center will have the opportunity to evaluate an employee's performance, behavior and conduct. The decision on retention or

discharge shall be made during the probationary period. Probationary employees may be dismissed for any reason or no reason subject to Medical Center policy. Original appointments are subject to a twelve (12) month probationary period, however for good cause this may be extended for up to six additional months by the Employer.

Section 3. Employees who are promoted to a higher classification shall be subject to a probationary period of not less than three (3) months nor more than six (6) months except as provided by section 4 of this Article. Such probationary period may not be extended. "Probation" for purposes of this section relates to an employee's ability to demonstrate the abilities, performance, conduct and behavior to satisfactorily perform the requirements of the position to which promoted.

Section 4. An employee's time spent during any official Leave of Absence or Military Service shall not count towards satisfying the length of the probationary period.

Article 19 **Productivity Measures**

Delivery of police services in the most efficient, effective, and courteous manner is of paramount importance to the University and the Lodge. Therefore, it is expected that all employees endeavor to contribute to the organization's mission and be productive. Such achievement is recognized to be a mutual obligation of both parties, within their respective responsibilities.

The Department and the Lodge acknowledge and agree that officers will make routine and frequent contacts with the public during the conduct of their jobs. It is expected that some of these public contacts will result in arrests or other law enforcement activities. Still, the Department is primarily concerned with the quality of these contacts rather than the quantity. The Department agrees that no arbitrary quotas or levels requiring members of the appropriate unit to make a certain number of arrests or other enforcement activities shall be established.

The Lodge recognizes the Department's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms, or standards. Such standards, developed by quantifiable and quantitative measurement procedures, may be used to determine acceptable work levels, prepare work schedules and to measure the performance of each employee or group of employees. Consequently, as long as performance expectations are reasonably communicated prior to enforcement, fairly established, objectively evaluated, and consistently enforced without unlawful discrimination, employees can be expected to be responsible for working to such standards.

Article 20 **Safety**

Safety is of mutual concern to the Medical Center and the Lodge on behalf of the employees. The Lodge will assist the Medical Center in requiring all employees in the unit to observe applicable safety rules and regulations as specified in the Departmental Rules and Regulations Manual.

The Police Services Captain shall serve as contact persons to allow for employee recommendations on safety. The Medical Center shall comply with applicable federal, state and local safety laws, rules and regulations. Supervisors shall see to the prompt investigation and

correction of unsafe conditions within the department, if warranted. If the supervisor is unable to correct the condition, it shall be referred to the department Director. If the unsafe condition(s) involve a department or unit other than the Police Department, the Director shall report the condition to the appropriate University administrator for investigation and correction.

Article 21

Meal Periods

Law enforcement officers are frequently called upon to render assistance or respond at any time during their shift. Because employees covered by this Agreement cannot be scheduled a meal period relieving them from this obligation to respond, the Medical Center agrees to continue its present practice regarding employees meal periods. Employees will be paid for a meal period of thirty (30) minutes for each regular eight-hour shift.

Employees shall not take their meal period during either the first hour or last hour of their shift. In case of emergency this practice may be altered with approval of the Shift Supervisor.

As long as the officer is able to respond to emergency calls within five (5) minutes, meals may be taken on or off campus. Off campus being defined as the area from 44th Street to Southwest Boulevard, State Line to Fisher. Meals may be taken at the employee's residence should it fall within the above boundaries. Nothing in this Article shall preclude the supervisor from allowing officers to go outside the boundaries with prior approval.

Article 22

Meals and Lodging Expenses

Employees required to travel and to be away from home overnight shall be reimbursed under the provisions set forth in "A Handbook for Reimbursable Travel Expenses", issued by the Division of Accounts and Reports, Kansas Department of Administration. A reference copy of this publication is available in the Medical Center's Human Resources office.

All employees covered by this Agreement, whose duty assignments take them away from the six county Kansas City metropolitan area, shall be compensated in accordance with Kansas Administrative Regulations.

Article 23

Cleanup Time

If at any time during the shift, an employee soils or damages his/her uniform or person, the employee may request temporary relief from duty for the purpose of changing his/her uniform or necessary personal cleanup. Shift Sergeants shall not unreasonably deny an employee's request made under this article.

Article 24
Workers' Compensation

Any employee covered by this Agreement who sustains injuries arising out of and in the course of his/her employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. Further, the Medical Center and the Lodge agree to abide by the procedures and requirements set by the Self Insurance Fund regarding medical treatments, examinations, and determinations.

If the employee is temporarily totally disabled as determined by the Kansas Self Insurance Fund because of such injuries, he/she shall receive a temporary total disability payment as provided by law. In addition, employees may draw upon accumulated sick or annual leave during the statutory "waiting period"; and/or to make up the difference between temporary total disability payments and the employees regular base pay.

In addition, employees covered by this Agreement may be eligible for "Job Injury Leave" as provided by K.A.R. 1-9-22. Employees who sustain a "qualifying job injury" as defined in K.A.R. 1-9-22 shall receive benefits as defined and described in K.A.R. 1-9-22.

Article 25
Time Off For Voting

When an employee's actual work schedule prevents the employee from voting in any State, County, or general election, then the employee may request paid time off duty to vote. The department shall grant paid time off only when an employee would not otherwise be off duty for two consecutive hours during the period that polls are open.

Article 26
Weapons Proficiency

The Medical Center and the Lodge agree that weapons proficiency is a condition of employment. In addition, the parties agree that each employee covered by this Agreement is responsible for maintaining current proficiency with his/her service weapon(s). Each officer must meet proficiency requirements in accordance with departmental policies at a location provided by the department and time designated by the department. The Medical Center agrees that officers shall receive a minimum of two hours pay during required proficiency sessions. Proficiency sessions will normally be a minimum of two (2) hours in length.

Article 27
Mandatory Court Appearances

The Medical Center and Lodge agree that in the event an employee receives notification that he/she is to appear in court as a result of their official duties, such employee shall be obligated to comply with the notification.

All hours actually spent by employees in required court appearances shall be considered time worked for pay purposes. In the event that such court appearances fall outside an employee's normal work hours, the hours spent shall be handled in accordance with the call-in and callback provisions of Kansas Administrative Regulations as applicable.

When an employee complies with all departmental procedures on the day prior to a scheduled court appearance, and is notified on that date that the court appearance is still scheduled for the next day, the employee shall be entitled to receive the minimum payment as provided by regulation even if the court appearance is canceled.

If a required court appearance is canceled or postponed for any reason, the employee, in order to receive the pay as prescribed above, may be required to report for duty for the remainder of the two hours.

Article 28 **Internal Affairs**

Section 1. The Department and the Lodge agree that throughout the term of this Agreement, the Department will maintain a policy regarding the handling and disposition of Internal Affairs Investigations. In addition to the Department's policy and in consideration of employee's desires, the Department agrees to attempt to hold an internal affairs interview/interrogation of an employee when the officer is on duty, unless circumstances of the investigation dictate otherwise, as determined by the Department.

It is also agreed that the employee shall be informed of the rank, name, and position of the interviewing/interrogating officers as well as the identity of any other persons present during the interview. While conducting an internal affairs interview/interrogation the investigator will report directly to, and be supervised by the Director or Assistant Director.

Section 2. Further, the Department agrees to inform the employee of the nature and basic facts (date, time, place, and type of incident) and the specific allegations, in writing, relating to the investigation known to the Internal Affairs investigator at the time of the interview before any interrogation commences.

Section 3. Bargaining Unit Members being interviewed in the course of a criminal or disciplinary investigation shall have the right to be represented by either a Lodge Representative, or a Lodge Attorney. All such interviews shall be scheduled in advance to accommodate the attendance of the Lodge Representative or Lodge Attorney.

Section 4. Whenever an Internal Affairs interrogation is conducted, the complete interrogation of the employee shall be recorded using Audio and Video equipment. There will be no "off the record" conversation between the employee and the interviewer except by mutual agreement. All recesses called during the interrogation shall be noted in the record. If requested, the employee and his/her representative will be provided an opportunity to view the original recording of the interrogation. The employee so requests, the Department will provide the employee one (1) unedited copy of written statements and or mechanical recordings and transcriptions. The cost of the employee's tape or transcription shall be borne by the employee. Interview/interrogation shall be limited in duration to a reasonable length of time, not to exceed four hours, without good cause and the authorization of the Director or Assistant Director.

Section 5. During an Internal Affairs investigation, an employee who is being interrogated may request a rest break after each 90 minutes of interview, provided that such requests do not unduly disrupt the continuity of the interrogation. Such rest breaks shall be limited to no more than fifteen (15) minutes. The Medical Center agrees that employees shall not be limited in their activities during the rest break.

Section 6. The department agrees not to release an officer's home address, telephone number, or photograph to the news media without the officer's consent.

Section 7. The refusal by an officer to answer questions or provide written statements during any non-criminal investigation whether as a participant or a witness may result in severe disciplinary action. Whenever there is a reason to believe an officer has engaged in conduct which the Department knows to involve both criminal and administrative consequences, the criminal investigation shall take precedence over the administrative investigation. However, parallel administrative and criminal investigations may occur.

The Department agrees that any information and/or evidence obtained during an administrative interview/interrogation may not be used in a criminal investigation. Officers who are the subject of a criminal investigation shall retain all rights guaranteed to any citizen under the Constitution as well as applicable federal and state laws. Officers electing to exercise these rights during a criminal investigation will not be subject to charges of insubordination or failure to cooperate.

Section 8. The Director of Police will actively consider for submission to the District Attorney's office for prosecution substantive cases of malicious and false complaints against members of the department. Any officer who believes a complaint against him/her was malicious and false may request a meeting with the Director, and may also be accompanied by the FOP president or designee, to discuss the matter.

Article 29 **Leave Without Pay**

Employees in the appropriate unit at the Medical Center may be granted leave of absence without pay for a reasonable period of time consistent with effective fulfillment of the Medical Center duties, but not to exceed one (1) year for illness, childbearing, or other temporary disabilities, or for other good and sufficient reason. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee, and if approved by the appointing authority, shall be reported to the State Director of Personnel Services.

If interests of the Medical Center require, the Appointing Authority may terminate a leave of absence without pay by giving notice in writing to the employee.

An employee returning at the expiration of an approved leave without pay or upon notice by the Medical Center that a leave without pay has been terminated, shall be offered a position similar to the position held at the time the leave was granted.

An employee's failure to report for duty within five (5) days after notice to return from a leave of absence shall be deemed a resignation.

Employees on leave of absence without pay shall stop accruing service time for purposes of vacation, sick leave, salary increases, or seniority.

Article 30
Jury Duty Leave

Section 1. Permanent or probationary employees in the appropriate unit of the Medical Center, excluding employees appointed on a temporary basis, shall be granted leaves of absence by the Medical Center for required jury duty or for any other required appearance before, and at the direction of the Kansas Commission on Civil Rights, the United States Equal Opportunity Commission, or a court, in a case in which the state of Kansas or a state agency is charged with discrimination in employment.

Section 2. Leave with pay shall be granted to permanent or probationary employees in the unit for a required appearance before a court, 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.

Section 3. Each employee granted leave under this Article 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 that when any employee uses a state vehicle in traveling to and/or from the required appearance, the employee shall turn over to the state any mileage payments received.

Article 31
Bereavement Leave

Upon the death of a member of the employee's immediate family, an employee in the unit may request bereavement leave. If approved, the employee will be granted leave with pay, up to three (3) working days. Additional days may be granted on showing that circumstances require travel out of the surrounding area or showing that an earlier return would work a hardship upon the employee. In no event shall bereavement leave exceed six (6) working days.

For purposes of this article, 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, aunts, uncles, grandparents and grandchildren or any relative residing in the employee's household.

Article 32
Military Leave

The Medical Center 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.

Article 33
Wellness Program

One of the primary duties of law enforcement is to protect the safety and well being of the public and fellow officers. The Department and the Lodge agree, that this objective is best accomplished by personnel who are fully capable of meeting the mental and physical demands of the job. The Medical Center and the FOP have agreed upon a wellness program to assist officers in meeting those demands. This agreement includes full memberships at Kirmayer Fitness Center. Wellness evaluations will be included as a part of the officer's annual performance review.

Article 34 Light Duty

It is recognized that circumstances may arise where an employee is temporarily medically unable to perform his/her full duty, but could serve in a limited or restricted capacity. In those instances and where a physician's statement verifying this condition and its duration is presented, the Department will make every reasonable effort to reassign or modify the work assignment of the employee.

Under no circumstances will an employee be assigned so that the condition creates an undue hazard for the employee, co-workers, or the public at large. Reassignments will be made on a legitimate need. Light duty will be made available only when the employee can be assigned work beneficial to the department as determined by the Director.

Article 35 Review Board

The Medical Center agrees that a Review Board within the department shall continue to exist as defined in the Manual of Operations, Article 3-52-1a through 3-52-1r. It is agreed that three of the six seats on the Board shall be filled by members of the appropriate unit. The Board shall have the responsibility of receiving and evaluating any materials submitted by any member of the department which involve aspects of operations or policy: including but not limited to safety, uniforms, and equipment. The Board will make recommendations to department administration on issues of mutual interest. Department administration agrees to give careful consideration to recommendations made by the Board.

The Assistant Director shall respond in writing to the Board within thirty (30) calendar days of receipt of a recommendation from the Board. The thirty (30) calendar days may be extended for reasons of illness or other extended absences of the Assistant Director.

The Assistant Director's response will be that of 1) approved and date of implementation, 2) disapproved and reasoning for disapproval, 3) return for further research and modification, identifying those issues along with guidance for modification, 4) an explanation of the need for further review at the management level, normally to be conducted within forty-five (45) additional calendar days, or 5) date for expected submission to the Board of Regents, Legislature or other legislative/policy making body (as applicable).

Article 36 Uniforms

Section 1. The Medical Center agrees to continue present practices regarding dry cleaning services for issued duty uniforms. Included are those items requiring professional dry cleaning (uniform shirts, trousers, and jackets).

Section 2. The appropriate uniform and any guidelines on wear of uniforms will be determined by the Department. Employees will be notified in advance of any change in the prescribed uniforms or the guidelines on wearing of uniforms. The Department will bear the cost of any changes in the official uniform. A specified uniform may be assigned by the department for special events and/or duty functions.

Section 3. Unless otherwise specified, Officers may wear either long sleeve or short sleeve blue uniform shirts, at any time during the year. Seasonal restrictions for other styles and types of issued shirts may be instituted at the department's discretion

Section 4. Uniforms

a) The Department will insure that each member has a total of five (5) sets of uniforms (with a set described as one each long sleeve shirt, short sleeve shirt, and pair of trousers). Any of these items that are issued from existing departmental inventory will be clearly serviceable and in good condition.

b) Replacement uniforms will be assigned based on individual need and available fiscal resources as determined by the department. When fiscal resources are limited, replacement items will be distributed as equitably as circumstances permit.

c) The department agrees to issue each officer one (1) flashlight and holder of a type and style approved by the department for use on duty, during training or tactical assignments.

d) The department agrees to pay an amount not to exceed \$125.00 annually per unit member for the purchase by the department of one (1) pair of duty approved footwear. The member will have their choice of duty approved footwear from a department approved vendor with payment by the department not to exceed \$125.00. Duty approved footwear is: black in color, military style/type 6 or 8 inch boot, or low quarter shoe, with a zip, or lace up style

Section 5. Specific FOP pins which have been approved by the Director may be worn centered one half Inch (1/2") above the nametag or nametag and award ribbons.

Section 6. Issued departmental award ribbons may be worn and when worn shall be centered one half inch above the nametag and not to exceed two.

Section 7. The Department will select and approve a type and style of leather jacket which may be purchased by employees, at their own expense. When being worn on duty, the jacket must allow the wearer to be identifiable as a police officer. The employee may elect to identify him/herself by: 1) Departmental patches permanently affixed to the jacket (with costs borne by the department) and placement of a standard duty badge worn as prescribed by Departmental policy or, 2) placement of a standard duty badge worn as prescribed by Departmental policy. Care and cleaning of the coat is the responsibility of the individual owner.

Section 8. The Department encourages members to make uniform related suggestions to the Policy Review Board for consideration and subsequent recommendations to the Director.

**Article 37
Promotion**

Section 1. Medical Center officers who have successfully completed the probationary period, and who apply in writing within the time specified, meeting the established qualifications for University Police Corporal, shall be given first consideration before external or state applicants are recruited.

Section 2. The components of the selection process and their weights for the position of University Police Corporal is as follows:

A. Assessment Center Exercises

Each candidate will complete a written examination, which may include role-play exercises. These exercises will be prepared by the Department. There shall be a sufficient number of exercises to adequately meet the needs of the Department. The Department will provide a suggested reading list at least one calendar month in advance of the testing date. These exercises will count for fifty percent (50%) of the overall score.

B. Oral Board

Each candidate shall be interviewed by an oral board for the purpose of determining an applicant's capabilities and relative suitability for the vacant Corporal position. This Board will be comprised of at least one Command Officer and one officer of equal or greater rank than Corporal. In addition, at least one Board Member may be from outside the Department. Board members shall be selected by the Director or designee. The oral board will count for fifty percent (50%) of the overall score.

Section 3. Director Interview and Process Results

The top three candidates, determined through the selection process, will be interviewed by the Director (or designee) and the vacant Police Corporal position will be filled based on the results of this interview. Each Officer completing the selection process, and the FOP President, will receive an e-mail providing him/her with the selection results of all officers competing for the vacant Corporal position.

Article 38
Seniority

Section 1. Departmental Seniority shall be defined as an employee's most recent period of uninterrupted, continuous service (expressed in months) with the Police Department of the University of Kansas, Kansas City Campus. State of Kansas Seniority shall be defined as an employee's most recent period of uninterrupted, continuous service with the State of Kansas. Job Title Seniority shall be defined as an employee's most recent period of uninterrupted, continuous service in their current job title (University Police Corporal or University Police Officer) within the Bargaining Unit. Employees shall not attain seniority until completion of the required probationary period.

Section 2. Upon completion of the probationary period, the employee shall be credited with seniority from the date of hire into the current position. An employee's seniority shall be broken and all seniority lost if an employee:

- a) quits or resigns (including retirement)
- b) Is discharged for proper cause
- c) fails to report for work as scheduled following the expiration or revocation of an

- approved leave of absence
- d) accepts other employment outside state service during an approved leave

Section 3. An employee's seniority shall be broken but not lost if an employee has completed the probationary period after being promoted or transferred outside the appropriate unit

Section 4. An employee's seniority shall continuously accrue without interruption during:

- a) vacation
- b) sick leave
- c) military leave
- d) authorized leave of absence of not more than thirty (30) days

Section 5. Clarification in the calculation of seniority. In the event of a change in job title due to promotion, the Member's previous job title time will be considered time in good standing and shall be frozen. The Member will begin to accrue time in the new job title immediately. In the event of voluntary or involuntary demotion, the affected Member's previous job title time, in good standing, will resume from the point at which it was frozen. This Article will not apply to those employees who accept a position outside of the Police Services Division of the University of Kansas Medical Center Police Department.

Section 6. For the purposes of breaking ties within the Bargaining Unit, the following shall apply in order:

1. Job Title Assignment Date
2. Department Date
3. State Date
4. KLETC Basic Training Transcript

Section 7. For purposes of this agreement, regular days off, holidays, and vacation (first come/first served) requests shall be determined in accordance with the employee's seniority. During the process of requesting regular days off and holidays, Corporals will bid for days off prior to officers. Corporals will not be assigned the same days off as the shift Sergeant. If there is more than one Sergeant assigned to a shift, a Corporal may request to have the same days off as one of the Sergeants on the shift.

Section 8. Regular Shift Assignments. Once each year, by job title, unit employees will indicate their shift preference for the succeeding one (1) year period. For the period between January 1 – December 31 each even number year, bidding will be governed by seniority.

For the period between January 1 - December 31 each odd number year, bidding will be governed by annual performance evaluation score. In the event of a tie in evaluation score, the tie will be broken as outlined above

An Employee's most recent performance evaluation is the annual performance evaluation given to the employee. An employee's evaluation for completion of the Field Training Program (FTO) or probation shall not be considered as the employee's most recent evaluation.

After the annual assignment to shifts, if unit employees need to be reassigned from one shift to another, in the absence of volunteers, such reassignments will be made in the reverse order of

seniority. Should more employees volunteer than are needed seniority will be used as the determining factor.

While under probation as a Police Officer and until the next annual shift bid, employees may be assigned to shifts at the sole discretion of the department.

Section 9. The Medical Center shall assemble and maintain a seniority list for employees in the appropriate unit. The list shall reflect (1) State of Kansas Seniority, (2) Departmental Seniority, and (3) Job Title Seniority.

The seniority list shall be updated on a periodic basis, not to exceed annually as new officers are appointed to the Medical Center Police Department. The Department will maintain the most current list, posted on a bulletin board in the Squad Room. Employees must report any objections or corrections to the list within fourteen (14) days to the appropriate Commander for correction. Thereafter, employees shall not be permitted to question the lists as posted. An exception may be made if an employee is unavailable for the entire fourteen (14) days due to vacation, holiday, or sick leave. Employees affected by this exception must report any objections or corrections within three (3) working days after returning to work.

Article 39 **Disciplinary Action**

Section 1. Discipline imposed as a result of other than a formal Internal Affairs Investigation shall be initiated within twenty (20) calendar days following a report or allegation that an infraction warranting such discipline has occurred. Internal Affairs Investigation(s) shall have forty-five (45) calendar days from the date of assignment (60 calendar days if the investigation relates to a serious breach of conduct or violation), to submit their report to the Director.

The Medical Center and the Lodge agree that where the unavailability of personnel due to vacation, illness, military service or other absence from work prohibit such discipline from being initiated, the above time frames shall be lengthened by the duration of the absence. In the case of any prospective discipline if the Director determines the situation requires further inquiry, he/she may extend the time frames up to an additional fourteen (14) days.

Employees may be disciplined only for proper cause. Whenever an employee is called to appear before any supervisor for the purpose of receiving a written counseling (REGD), the employee may request the presence of a Lodge or other Representative. The Medical Center agrees that employees in the appropriate unit, with permanent status, who are demoted, suspended without pay, or dismissed, shall be afforded an opportunity to appear before the KUMC Appeals Board, as noted in KUMC policy for the USS. Further, the employee may have a Lodge or other representative with him or her at such hearing, if he or she so desires.

Forms such as the Report of Employee Guidance/Discipline, when used for disciplinary counseling purposes and placed in an employee's personnel file regarding performance or attendance problems, shall remain valid for a period not to exceed one (1) year from the date of the counseling, provided, that the employee has received no other disciplinary actions based on employee actions, which are similar or equally serious in nature during the one (1) year period. If such action is repeated within a one (1) year period, the entire employee record may be considered in determining appropriate discipline.

The Medical Center agrees that any documents supporting formal disciplinary actions of REGD, Suspension, Demotion or Dismissal will reside in the Official Personnel File.

The KUMC Appeals Board Process is outlined below:

Section 2. KUMC Appeal Board

The University of Kansas Medical Center Hearing Board ("the Board") hears appeals of adverse actions taken to suspend, demote or dismiss a USS employee with permanent status. The following procedures outline the appeal process, composition and appointment of the Board and Board hearing procedures.

Appeal Process

1. A USS employee with permanent status may appeal a suspension, demotion or dismissal to the Board up to 21 calendar days after the effective date of the action. The appeal must be made in writing and filed with the Associate Vice Chancellor of Human Resources.
2. The appellant may, at his or her own expense, have legal or other representation and must provide the name of that representative and all contact information not later than 14 calendar days prior to the date of the hearing.

Composition and Appointment of the Board

1. The Board will be composed by 10 current employees of KUMC who shall serve Board Members. These Board Members are to be appointed by the Executive Vice Chancellor and shall serve 2-year, rotating terms.
2. The Executive Vice Chancellor shall be willing to receive nominations for up to three potential Board members from any union representing KUMC employees, provided such nominations are made prior to June 1 of each year, and that those nominated meet the high standards noted below. The Executive Vice Chancellor will consider all nominations properly presented.
3. The Executive Vice Chancellor will choose Board Members he or she believes to have a good judicial temperament, who will follow the requirements of law and policy and appropriate instructions, who will listen to both sides concerning matters properly at issue, and who will determine the relevant facts presented, upon which they will make a sound judgment. Additionally, the Executive Vice Chancellor will choose employees (faculty or staff) who hold or who have held supervisory or managerial positions at KUMC.
4. These appointments for Board Members shall be made on or before the first day of each fiscal year. The Executive Vice Chancellor shall identify five of the ten Board Members to serve on any KUMC appeals arising from July to December, and the other five of ten Board Members to serve on appeals arising from January to June.
5. The Board Members for an appeal cannot be from the same department as the employee bringing the appeal. Prior to serving on the Board for any appeal properly brought forward, Board Members will be expected to sign a statement confirming that the Board Member is unaware of any conflict of interest or any other reason that would preclude the Member from acting fairly and impartially in deciding the matter before the Board.
6. The parties to the appeal (the employee, as well as the manager or department head who proposed the action at issue) will also have the opportunity to indicate whether a Board Member should be precluded from a particular hearing. That party may "strike" such a Board Member. The objecting party shall have five calendar days from notice of Board Member appointment to notify the Associate Vice Chancellor of Human Resources of their "strike" of a particular Board Member. No reason need be given for the "strike"

and no ruling need be made. Instead, the Board Member shall be notified that they need not serve.

7. No hearing shall commence with less than three Board Members. If for whatever reason there are less than three Board Members, then one or more of the five other Board Members selected to serve during the other six-month period of the year shall fill in as an alternate.
8. The Board Members shall elect a Chair among themselves prior to the start of each hearing. The Chair shall conduct the hearing and make relevant rulings, as may be required.
9. Board Members will be required to attend training presented by the KUMC Human Resources department. The training will include information on the appropriate methods for conducting hearings, the rules regarding discipline governing the USS, and the role and responsibilities of Board Members and the Chair.

Section 3. Human Resources Responsibilities

1. KUMC HR will provide all logistical support for the Board. Those duties will include maintaining the appeal files, making arrangements for an audio recording of the hearing through a court reporter, establishing deadlines and other relevant dates for the exchange of witness lists and exhibits, copying and distribution, scheduling meetings and hearings, etc.

Section 4. Hearing Procedures

1. When a written appeal is received by the Associate Vice Chancellor of Human Resources, a copy of the appeal will be provided as soon as possible to the respondent (the employee's manager and/or department head) involved in the appeal.
2. Hearings should be scheduled by Human Resources within 45 calendar days of receipt of the appeal. Continuances will be considered and may be granted by the Associate Vice Chancellor of Human Resources, upon good cause being shown. Requests for continuance must be in writing and state the reasons for the continuance. The request must also contain alternative dates on which the requesting party is available. Such requests will be considered carefully and every effort will be made to ensure that hearings are scheduled quickly and efficiently, without working an unnecessary hardship on either side.
3. Each party must provide, in writing, a statement of the facts relevant to the matter, as well as a list of witnesses who are expected to testify and a brief written summary of the anticipated testimony of each, including the relevancy of the anticipated testimony, and a list of identified exhibits (documents, photos, etc.), along with copies of the exhibits themselves. All items listed here must be provided to the Associate Vice Chancellor of Human Resources by noon and no later than seven calendar days prior to the hearing. The appellant's exhibits shall be marked in advance in numerical fashion (e.g., appellant's exhibit number 1), and the respondent's exhibits shall be similarly marked. The package of items listed here shall also be bound or stapled, paginated, tabbed, and shall include a table of contents. Each party shall provide one original copy, and Human Resources shall make photocopies of the packages and provide them to all Board Members, the appellant, and the respondent.
4. When a witness list has been provided from either side, KUMC HR shall send an advisory letter to the University witnesses with a copy to their supervisors and department heads, which will advise them about the need for their testimony. This letter shall indicate KUMC's strong preference that all relevant witnesses be made available for a hearing, upon appropriate request, but will also clarify that witnesses have a choice as to whether or not they shall participate. Time spent testifying shall be considered "work

time” and vacation time need not be used. The letter will also advise witnesses that they will not be subjected to any form of intimidation or retaliation for agreeing to participate (or not participate), and that any attempt to intimidate or retaliate against an employee should be brought to KUMC HR. Such allegations shall be promptly and thoroughly investigated. Should such allegations be substantiated, appropriate disciplinary action shall be initiated.

5. At the request of either party, witnesses may be sequestered during the hearing.
6. Hearings shall be held between 8:00 am and 5:30 pm.
7. All parties who testify at the hearing will be asked to swear or affirm as to the truthfulness of their statements before starting their testimony. A court reporter will administer the oath to all witnesses.
8. The evidentiary phase of the hearing shall be open. After the evidentiary hearing, the Board will adjourn to a closed session to deliberate on the personnel matter involving the disciplinary action imposed against the appellant.
9. At the hearing, the burden of proof shall be on the employee to establish that the Associate Vice Chancellor of Human Resources, or his or her designee, did not act reasonably in suspending, demoting or dismissing the employee, which means that the employee must prove by a preponderance of the evidence that the disciplinary action taken was arbitrary, unreasonable, and/or without appropriate factual basis.
10. Other than rules relating to privileges (attorney-client, spousal, etc.) the formal rules of evidence do not apply. Evidence should be material and relevant and should not be unnecessarily redundant or cumulative. Thus, the parties should be allowed to make objections and to explain their relevance prior to obtaining a ruling from the Chair. Hearsay shall be admissible, but shall be accorded only the weight deemed to be appropriate by the Board Members. Rulings on all objections shall be made by the Chair.
11. All hearings of the Board shall be recorded by a court reporter. All such recordings constitute part of the record of the hearing and shall be maintained by KUMC HR as part of an appropriate file. Access to recordings shall be limited to the parties or their authorized legal representatives, and to members of the Board who heard the appeal. Transcripts may be made, at the sole expense of the requesting party, or by other agreement among the parties.
12. The Chair of the Board has the authority to conduct the hearing, and such authority shall include, but not be limited to, setting reasonable time limits for the presentation and cross-examination of witnesses, determining the relevance of testimony or evidence offered, ruling on asserted privileges, and determining the admissibility of evidence. If a party presents documents for consideration after the stated deadlines for submission, and the opposing party objects to admission of those documents, the Chair may rule that the documents are not admitted, or, if good cause is shown, the Chair may rule that the documents are admitted but in that event, the Chair may need to call a recess and/or reschedule and continue the remainder of the hearing so that the other party is not prejudiced by the documents' admission.
13. Each party to the appeal shall have an equal opportunity to make statements and to present arguments to the Board. Each party may present a 10-minute opening statement at the start of the hearing, before calling witnesses. The respondent shall present his or her case first, calling witnesses on direct examination. The appellant may cross examine each witness after his or her testimony, with the respondent having the opportunity for redirect. The appellant shall present his or her case, with direct, cross and redirect to

follow, as noted above. Both parties shall then be granted 15 minutes for closing arguments, respondent first, appellant second and rebuttal close by the parties as may be requested. At the conclusion of closing arguments, the Board will adjourn into a closed session to deliberate.

14. After deliberation in the closed session, and when the hearing is reconvened with all parties present, the Chair will solicit a motion to recommend that the Executive Vice Chancellor uphold, modify or reverse the disciplinary action. Each Board Member will vote in public on that motion. The vote will be determined by a plurality. The Board will make every effort to render a decision on its recommendation at that time. If the Board cannot reach a decision because it has to deliberate for a greater amount of time, the Board will return to the hearing room and announce that more deliberations are needed and that the findings of fact, the vote, and recommended determination will be sent by mail to the parties at the conclusion of the extended deliberations.
15. The Board shall prepare its findings of fact and recommended determination within 15 calendar days from the date on which the hearing was held. However, the Chair of the Board may extend this time limit for good cause, as determined by the Chair. The Board will make findings based on the information presented by the parties at the hearing and recommend in writing to the Executive Vice Chancellor whether the action to suspend, demote or dismiss the employee was reasonable and should be upheld, modified or overturned, consistent with the majority vote of the Board Members. The written recommendations must be supported by statements of fact and conclusions based on the application of KUMC policies, rules, and regulations. The findings of fact and recommended determination will include the names of the committee members making and seconding the motion, and the members' votes on the matter resulting in the findings and recommended determination.
16. After review of the recommendations, the Executive Vice Chancellor will provide a written decision to both parties within 15 calendar days of receiving the Board's written recommendation. The Executive Vice Chancellor may take into account any relevant evidence. It is anticipated, however, that the Executive Vice Chancellor will follow the Board's recommendation. If the Executive Vice Chancellor chooses not to follow the Board's recommendation, the Executive Vice Chancellor shall meet with the Board Members to discuss his or her rationale. The Executive Vice Chancellor's decision is a final agency action, and judicial review of the decision is pursuant to the Act of Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*).

Section 5. Exclusions or Special Circumstances

These appeal procedures are available only to the University Support Staff with permanent status. They are not available to USS employees in probationary or temporary status, nor are they available to members of the unclassified professional or academic staff or faculty.

Article 40 Grievance Procedure

Any disputes arising from an alleged breach, misinterpretation or improper application of provisions of this Memorandum of Agreement shall be resolved in the following manner:

Section 1. General Terms

A. There shall be no reprisals taken against a grievant, any party in interest to said grievance, a Lodge representative of an employee or any witness or participant.

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

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

D. This grievance procedure shall not apply to disciplinary action of demotion, dismissal and suspension which shall be covered by Medical Center policies applicable to the University Support Staff, as outlined in Article 39 of this agreement.

E. This grievance procedure does not apply to performance evaluations. Performance evaluations may be appealed to the Associate Vice Chancellor for Human Resources or his or her designee.

Section 2. Time off for Processing the Grievance

Employees and their representative shall be allowed such time off from their regular duties as may be necessary and reasonable, as determined by the Director, for the processing of a grievance pursuant to this Article without loss of pay, annual leave, or other time credits.

Section 3. Steps of the Grievance Procedure

Grievances shall be processed in the following manner:

Step 1. The aggrieved employee shall informally take up the dispute with the employee's immediate supervisor within ten (10) days of knowledge of its occurrence. The supervisor shall then attempt to resolve the matter and shall respond in writing within ten (10) days after the meeting with the employee. A grievant shall be allowed Lodge or other representation at any or all steps in this procedure.

Step 2. If the dispute has not been settled in Step 1, it shall be presented in writing on a mutually agreed upon grievance form to the Director of the Department or designee within ten (10) days after the immediate supervisor's answer in Step 1. The Director or designee shall discuss the grievance with the employee, shall attempt to resolve the grievance and will respond in writing, within fifteen (15) days after meeting with the grievant.

Step 3. If the grievance has not been resolved in Step 2, it shall be presented in writing to the Associate Vice Chancellor of Human Resources or designee within ten (10) days after the response from the Department Head is received. The Director or designee shall review the grievance and may conduct additional investigations and/or hearings prior to preparing his/her response. The Associate Vice Chancellor of Human Resources will respond in writing within fifteen (15) days after concluding any hearings or investigations of the grievance.

Section 4. Arbitration

Any grievances, which have not been satisfactorily resolved at Steps 1, 2, or 3, above, may be submitted to an Arbitrator by request of the Lodge or the Department within thirty (30) days after the response in Step 3 is made. Failure to request an arbitration hearing within the prescribed time shall render the grievance conclusively resolved on the basis of the Step 3 response. Arbitration, may be requested by the Department or the Lodge in the following manner:

1. Notice in writing of the intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) days following the decision. The notice shall set forth the articles or sections of this Memorandum that the party requesting arbitration believes have been violated.

If notice of intent to arbitrate is not delivered within thirty (30) days, the grievance shall be deemed abandoned.

2. Within fifteen (15) days after the above notice is delivered, representatives of the parties shall confer to mutually agree upon an arbitrator. If the parties cannot jointly agree upon an arbitrator within the fifteen (15) day period, the parties, acting jointly, shall request a list of five (5) persons from the Federal Mediation and Conciliation Service (FMCS), each qualified to act as an impartial arbitrator. After receipt of said panel, representatives of the parties will meet to alternately strike names until only one name remains on the list, and that person shall become the impartial arbitrator. At the time of the first arbitration under this Agreement, the party making the first strike will be determined by coin flip. Thereafter, the first strike shall be alternated between the parties.

3. The jurisdiction and authority of the arbitrator shall be bound by the following:

a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and the parties agree to accept his/her decision on these procedures.

b) 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 the Agreement. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement.

c) In the resolution of disputes between the parties of the Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of the Memorandum and the facts and evidence presented to him/her by the parties. Additionally, the arbitrator's decision shall be in accord with all existing state statutes and regulations.

d) The arbitrator shall render an advisory ruling. Either party then has thirty (30) days to contest the ruling due to an alleged violation with State statutes or regulations by filing a notice of appeal to the Executive Vice Chancellor. The Executive Vice Chancellor shall review the advisory ruling and render a decision, which constitutes final agency action. If the advisory ruling is not contested within thirty (30) days, it shall be implemented as final agency action.

e) The arbitrator's fee and expenses of the hearing shall be shared equally by both parties. Court reporting shall be the sole expense of the party requesting the transcript.

f) Nothing in the procedure shall be deemed to prevent employees from exercising any right of appeal, judicial review, or any other legal rights afforded them by law of the Constitution of the United States or of the State of Kansas.

Article 41

Lockers

Lockers in locker rooms are the property of the Department. Therefore, employees should not assume a reasonable expectation of privacy. Lockers shall have locks supplied by the Department, but officers may request either a key or combination lock. Inspection of lockers may occur at any time with or without the locker user present. Any inspection or accessing of lockers will be conducted only after making a reasonable attempt to contact the locker user. Inspection of the locker will require the presence and approval of the on duty shift supervisor and a command level officer.

Article 42

Injury Leave

Bargaining unit members, who sustain a qualifying injury, as determined by the employee's appointing authority, shall be eligible for job injury in accordance with K.A.R. 1-9-22.

Article 43

Savings 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 this Agreement. Any provision 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 44

Manual of Operations and General Orders

The current written Manual of Operations and all current written General Orders will be readily accessible in electronic format to all employees so that they may be reviewed whenever necessary.

Article 45

Evaluation Appeals

Any non-probationary employee, who receives an annual performance rating that is lower than a rating of "meets expectations," may appeal that rating in accordance with the following:

Section 1. An employee who is eligible to appeal should first review the concern about the performance rating with the evaluating supervisor. Efforts to resolve the concern about the performance rating are to be made at the lowest possible reporting level and are to be appealed to higher reporting levels only if a solution is not reached. If a satisfactory resolution is not reached within 10 business days of the date the matter was taken to the immediate supervisor,

the employee may appeal the matter to the next levels of administration up to, and including, the Chief of Police. Appeals through these levels of administration should be concluded within a total of 20 business days. If there is ultimate resolution in favor of the employee, the performance rating shall be changed to reflect the new rating.

Section 2. If the employee concern is not resolved through the internal appeal process and the employee wishes to appeal further, the employee must first file a written request to file an appeal with Lodge President within 7 business days of the conclusion of the internal appeal process. If approved, the Lodge President shall file an appeal with the Vice Chancellor of Human Resources (HR) within seven (7) business days of receiving the request to file an appeal from the aggrieved member. Individual employees shall not be permitted to file an appeal without Lodge approval.

Section 3. Within seven business (7) days following the receipt of the employee's appeal, the Associate Vice Chancellor of HR shall either make the employee's requested changes to the evaluation as provided in the appeal or appoint a committee of three (3) employees to hear the appeal. If the Associate Vice Chancellor makes such changes, the revised evaluation shall be returned to the employee for his or her signature. If the employee disagrees with such changes, he or she may refile the appeal in accordance with paragraph (2).

Section 4. The Committee appointed by the Associate Vice Chancellor of HR shall be comprised of individuals, who in the judgment of the Associate Vice Chancellor are fair and impartial. The rating employee(s) shall not be appointed to the committee.

Section 5. As soon as the committee has been appointed, the Associate Vice Chancellor of HR shall notify the employee and the department of the names of the committee members and the date, time and place of the hearing. Prior to the date of the hearing, either the appealing employee or the department may object, in writing, to any individual proposed to serve on the committee. The written objection shall explain the reasons that the committee member should not be appointed. Upon receipt of an objection, the Associate Vice Chancellor of HR shall either overrule the objection or sustain it and appoint another individual to the committee.

Section 6. Once duly appointed, the appeal committee shall conduct a hearing and shall consider any relevant evidence that may be offered by the employee and the rater, and shall make available to the employee any evidence that the committee may secure on its own initiative. The employee and the rater shall have an opportunity to question any person offering evidence to the appeal committee.

Section 7. Within fourteen (14) business days of the date of the conclusion of the hearing, the committee shall prepare and sign a rating for the employee. That rating shall be final and not subject to further appeal. The appeal committee shall give the rating to the Associate Vice Chancellor of HR, who within five (5) calendar days, shall provide copies to the employee and each person who rated the employee.

Section 8. Any of the time limits contained in this procedure may be extended by mutual agreement of the parties or by the Associate Vice Chancellor of HR.

Article 46

Labor Management Committee

Upon request of either party, the Employer and the Lodge shall meet to discuss employer/employee relations and working conditions of bargaining unit members. The parties shall not be required to meet more than two (2) times per year. The parties may mutually agree to meet more than two times per year if necessary. The purpose of such meetings is to promote harmonious relationships between the parties.

Each party shall be represented by no more than two (2) representatives. The date and time shall be as mutually agreed to by the parties. If needed for input, other participants may be permitted to attend the meeting by agreement of the parties prior to the meeting.

Lodge participants shall be allowed to attend in regular work status at regular pay.

Article 47

Duration and Termination Approval of the Board of Regents, Governor and Legislature

This Memorandum of Agreement shall become effective on the first day of the month following approval of the Board of Regent's and the Secretary of Administration except for those provisions which state herein, or otherwise by law require the approval of the Governor and/or the Legislature. This Memorandum shall remain in effect for three years with an annual reopener on wages only which can be requested by either party.

The entire Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date, that it desires to change 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 no later than sixty (60) days prior to the expiration date.

Also, it is agreed by and between the University and the Lodge, that subsequent to ratification of this Agreement by the membership of the Lodge, this Memorandum of Agreement shall be submitted to the Board of Regents and the Secretary of Administration for approval or rejection and, if approved, shall be implemented to become effective at such time as the Governor or Legislature, as the case may be, specifies and in the manner prescribed by law. Further, the parties agree that any provisions 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.

In witness thereof, the Medical Center and the Lodge hereto have set their hands.

University of Kansas Medical Center

Richard L. Johnson
Associate Vice Chancellor For Public Safety Date
Chau J. Yang 3/9/16
Associate Vice Chancellor of Human Resources Date
Stephanie Webb 3-9-16
Vice Chancellor of Administration Date

Fraternal Order of Police Lodge #37

Gene E. Bynard
FOP President, Lodge #37
[Signature]
Committee Member Date
[Signature] 3-4-2016
Committee Member Date

Kansas Board of Regents

Suzanne Sayre 6/16/16
Date

Committee Member Date

Committee Member Date

Kansas Department of Administration

Sarah Shipman 6/20/16
~~Dennis Taylor~~ Sarah Shipman Date
Secretary, Kansas Department
of Administration