

MEMORANDUM OF AGREEMENT

Between

STATE OF KANSAS

*Statewide agencies employing certain classes of Technical Employees determined
by the Public Employee Relations Board to be appropriate in the STATEWIDE
TECHNICAL UNIT*

and

KANSAS ASSOCIATION OF PUBLIC EMPLOYEES

MEMORANDUM OF AGREEMENT
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ARTICLE 1

EMPLOYER / KAPE RESPONSIBILITIES

KAPE and the employer agree that the purpose and intent of this agreement is to contribute and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests and to reduce to a minimum the causes of employee relations disputes.

The State Technical Unit Employer includes all agencies and departments, excluding regents institutions, employing certain position classifications as determined appropriate by the Public Employee Relations Board.

ARTICLE 2

KAPE RECOGNITION

The State Technical Unit Employer, herein after the employer, recognizes KAPE as the exclusive representative of employees in the appropriate unit for the purpose of meeting and conferring and the settlement of grievances of all employees found appropriate in the Technical Unit by the Public Employee Relations Board in case No. UC3-1975 certified by the Board on April 22, 1976, and as subsequently amended and contained in the Addendum.

The appropriate unit shall INCLUDE all eligible Technical Employees in statewide agencies within the classifications set forth below, and the appropriate unit shall EXCLUDE officials, managers, professional employees, office, clerical, security guards, temporary, student, emergency, exceptional basis, confidential and supervisory employees as defined in the Act under Section 75-4322, as agreed to by KAPE and the employer and/or as established by the Public Employee Relations Board.

Classification categories in the appropriate unit shall be:

Applications Programmer
Applications Programmer/Analyst
Barber
Communications Specialist (Order to remove now pending)
Computer Operator
Cosmetologist
Data Control Technician
Dental Assistant
Dietetic Technician
Electronics Technician
Electronics Technologist
Engineering Technician
Engineering Technician Associate
Engineering Technician Senior
Engineering Technician Specialist
Environmental Technician
Fish Hatchery Assistant
Graphic Designer
Historic Preservation Specialist
Installation/Service Technician
Laboratory Technician
Lock System Specialist
Microcomputer Systems Support Technician
Museum Conservation Technician
Network Control Technician
Office Specialist (KBI Identification Techs only)
Photographer
Pilot
Psychometric Technician
Radiologic Technologist
Research Technologist
Right-of-Way Agent
Right-of-Way Property Appraiser
System Software Programmer Analyst

ARTICLE 3

NON-DISCRIMINATION

The Employer and KAPE will assure equal opportunity to qualified individuals regardless of their race, color, age, national origin, ancestry, sex, physical handicap or political or religious affiliation.

The Technical Unit Employer and KAPE further agree that there shall be no coercion, harassment, or discrimination against employees because of participation in any grievance, complaint or other proceeding as set forth in this agreement, and that neither will interfere with, restrain, or coerce any employee in the exercise of their right to become or not to become a member of the Union.

ARTICLE 4

NO STRIKE OR LOCK OUT

KAPE agrees that during the life of this Agreement, KAPE, its agents, or its appropriate unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Technical Unit Employer.

The Technical Unit Employer will not lock out any employees during the term of the Agreement as a result of a labor dispute with KAPE.

ARTICLE 5

MANAGEMENT RIGHTS

This agreement is not intended to circumscribe or modify the existing right of the employer to manage and operate its facilities, direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the respective agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; relieve employees because of lack of work or other legitimate reasons; take actions as may be necessary to carry out the mission of the agencies; and to determine the methods, means and personnel by which operations are to be carried on. The foregoing enumeration of the right of the employer shall not be determined to exclude other rights granted by state or federal law or by the constitution of Kansas or the United States which may be exercised during the term of this agreement.

Further, this memorandum of agreement is not intended to supersede any subject covered by federal or state law, or the authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, or 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 served by such civil service commission or personnel board.

ARTICLE 6

KAPE RIGHTS

SECTION 1. DUES DEDUCTION The employer will make dues deductions in accordance with K.S.A. 75-501 and the Membership Dues Deduction Agreement signed by KAPE and the Division of Accounts and Reports.

The employer will provide all relevant information requested by the other party necessary for the administration of the agreement, provided, however, that disclosure of the information shall be consistent with state and federal laws.

SECTION 2. NEW HIRE ORIENTATION The Employer will provide an orientation program to new employees in the appropriate unit within ninety (90) days after initial employment. New employees in the appropriate unit will be told that they are represented by the Kansas Association of Public Employees, 1300 Topeka Blvd., Topeka, Kansas 66612, (800) 232-KAPE.

SECTION 3. BULLETIN BOARDS A reasonable portion of existing bulletin boards (17"x 22" or 25%, whichever is less) located in the various agencies where Technical Unit employees are employed shall be made available for use by KAPE for posting notices of KAPE meetings and other KAPE functions.

It is further agreed:

- (1) That the area designated for KAPE notices shall be captioned "KAPE Notices" in letters two (2) inches in height;
- (2) That the area designated for KAPE notices shall be on the right side of the bulletin board and outlined with colored tape of a sufficient width to clearly designate the boundaries of said area;
- (3) That any agency currently providing bulletin board space for KAPE notices which meets or exceeds the requirements outline in (1) and (2) above may retain their current practice or conform to items (1) and (2) as they so desire;
- (4) That notices of the appropriate unit's meetings and notices of election of KAPE officials may be posted on the designated bulletin boards after being initialed by an officer of KAPE; all other notices must be approved and initialed by appropriate agency management prior to posting and will not be unreasonably denied;

KAPE further agrees:

- (5) To insure that all notices are signed by an officer of KAPE;
- (6) To insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon the employer or any employee; and

- (7) That removal of all posted KAPE notices will be accomplished on a timely basis as soon as notices have served the purpose for which posted.

SECTION 4. USE OF FACILITIES Facilities that are made available to other non-state sanctioned groups or programs shall be made available to KAPE pursuant to the agency's policies and/or procedures regarding facility use.

SECTION 5. KAPE STEWARD SYSTEM

- 5.1 KAPE shall have the right to designate members of the unit to serve as stewards. The employer agrees to recognize these stewards as a means of promoting an effective relationship between supervisors and employees and helping to settle problems at the lowest possible level of organization.
- 5.2 KAPE shall provide a current list of all stewards (not to exceed a ratio of 1:20) identifying the area in which each serves. When a chief steward is designated at a worksite that person shall not be restricted to a specific area of the premises when performing assigned functions.
- 5.3 Stewards will be allowed a reasonable period of time during working hours, without loss of pay or leave, for the purpose of discussing grievances or matters directly related to the administration and enforcement of this agreement. Reasonable time for this purpose shall be interpreted to mean not more than one hour per week in Metropolitan areas (KC, Topeka, Wichita) and two hours per week in other locations.
- 5.3.1 Before leaving the work station the steward will request approval from the immediate supervisor, advise the supervisor that the absence involves KAPE business and identify the location to which the steward is going.
- 5.4 The time off during work hours granted to KAPE will not be unreasonably withheld. The steward will not use this time to discuss matters connected with the internal management and operation of KAPE, the collection of dues or assessments, the solicitation of membership, distribution of literature or to campaign for elective office in KAPE.

SECTION 6. KAPE REPRESENTATIVES Representatives of KAPE accredited to the Technical Unit Employer in writing by the Association, shall be permitted to come on the premises of the Technical Unit Employer for the purpose of investigating and discussing grievances or alleged violations of the Memorandum of Agreement with the employees in the

appropriate unit they represent, if they first obtain authorization to do so from the Technical Unit Employer Personnel Director or his or her designated representative. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If the visit of the KAPE representative occurs at a time when the Technical Unit Employer Personnel Director or his or her designated representative is not on duty, then the KAPE representative shall check with the Personnel Office and receive authorization.

ARTICLE 7

PERSONNEL RECORDS

An employee may authorize the review of the employee's personnel records maintained by the employer, by written request to the appointing authority or the Director of Personnel Services. Personnel record information may be reviewed by appointment in the state agency or in the Division of Personnel Services, at a time and place mutually convenient to the parties.

ARTICLE 8

SAFETY

SECTION 1. The safety of employee working conditions is of mutual concern to the employer and KAPE on behalf of the unit members. To this end, the employing agencies will endeavor to comply with applicable federal, state or local safety laws, rules and regulations. To strengthen this effort, KAPE will lend support to those agencies in encouraging employees to observe applicable safety rules and regulations.

SECTION 2. All employees of the appropriate unit shall be alert to any unsafe conditions and promptly report such conditions to their individual supervisor.

SECTION 3. A member of the appropriate unit shall be appointed to the safety committee in every agency utilizing an active safety committee. The appointees shall be selected by the appointing authority in each agency from a list of Technical unit employees furnished by KAPE of employees from that agency.

SECTION 4. KAPE shall appoint two (2) members and one (1) alternate to the State Safety Advisory Council under the Director of the State Self Insurance Fund within the Division of Personnel Services.

SECTION 5. All technical unit employees appointed to either an agency, employee or the State Safety Advisory Council, shall be in pay status during their normal working hours to attend these meetings.

SECTION 6. All safety committees shall be scheduled to meet at least quarterly.

SECTION 7. In those agencies where no safety committee exists, KAPE may appoint one (1) member to serve on an Employee Safety Committee. Recommendations arising from this committee shall be communicated to the KAPE representatives on the State Safety Advisory Council and the affected agency personnel office. The KAPE representatives shall then communicate any information so received to the State Safety Advisory Council at their next meeting.

ARTICLE 9

LENGTH OF SERVICE

SECTION 1. Employees shall be credited with length of service in accordance with K.A.R. 1-2-46.

SECTION 2. 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 3. An employee's length of service shall accumulate without interruption during military leave which is conformed to in accordance with applicable state and federal statutes.

SECTION 4. Two copies of lists of the employees in the unit shall be brought up-to-date annually as of January 1st and shall be furnished to KAPE within a reasonable time. Such unit lists shall contain the employee's name, classification, employment date, and the employee's work address.

ARTICLE 10

PROMOTION AND VACANCY PROCEDURE

SECTION 1. When a vacancy is to be filled within the appropriate unit the vacancy shall be posted on bulletin boards except in those instances outlined in Section 3 below. Job vacancy announcements shall be posted for a reasonable period.

SECTION 2. Employees within the appropriate unit who desire to apply for a posted vacancy must obtain a form available for such purpose from the employer and submit their application within the period required in the posting.

SECTION 3. Vacant positions may not be announced or posted under the following circumstances:

- 3.1 the position is to be filled by an administrative transfer approved by the agency appointing authority.
- 3.2 the position is to be filled by an involuntary demotion.
- 3.3 the position is to be filled by a voluntary demotion agreed to by the appointing authority to be in the best interest of the state.
- 3.4 the position is filled by appointment from a reemployment list from within the agency in which it occurred.
- 3.5 the position has been vacant for less than 30 calendar days and a current or former employee wishes to return to the same position that he or she vacated.
- 3.6 the position has been filled competitively within the last 30 days and the person selected declines the position.

If the circumstances listed in subsection 3.5 occur, it may be permissible to allow the previous incumbent to return, even if the position had already been posted or announced, provided that interviews have not begun.

SECTION 4. In instances where several employees within this unit have applied for a vacant position within the unit, their qualifications for the position will be reviewed. If the employer determines that there are substantially similar qualifications between employee applicants, length of service of each employee shall be a determining factor for selection.

ARTICLE 11

SHIFT PREFERENCE

Shift preference of qualified employees in all departments of the appropriate unit will be considered as permanent openings occur, and where all factors are substantially equal length of service shall prevail.

ARTICLE 12

HOURS OF WORK

SECTION 1. WORKWEEK The standard workday for each full-time employee shall be eight hours, and the standard workweek shall be forty hours during a given seven day period.

SECTION 2. SCHEDULE CHANGES An employee's permanent or seasonal work schedule shall not be changed unless the employer notifies the employee of the change at least five workdays in advance of the day the change is to become effective.

SECTION 3. REST PERIODS Employees shall be allowed two twenty minute rest periods, which includes travel time, during the normal eight hour work day to be taken at times designated by the immediate supervisor. During the rest period, employees shall be free to leave those work stations not requiring continuous monitoring.

SECTION 4. CALL-IN AND CALL-BACK

- 4.1** Employees eligible for overtime who are called back to work after having completed their regular work shift and having left the Technical Unit Employer premises will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work. Only hours actually worked shall be credited in determining eligibility for overtime compensation.

- 4.2 Employees who are called in to work on a regular scheduled day off will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.
- 4.3 The minimum of two (2) hours shall not apply if the employee was called in or called back during the two (2) hour period immediately prior to the beginning of the employee's next regularly scheduled work shift.
- 4.4 The employee may be given equivalent time off on an hour-for-hour basis, within the workweek, if 1) the employer notifies the employee at least five calendar days in advance of the date the regular work schedule is to be changed; or if 2) the agency has established a written policy stating that the employee may be required to take equivalent time off, on an hour-for-hour basis, in the workweek or work period in which additional time is worked; or if 3) the employee requests or agrees to take equivalent time off during the workweek or work period in which additional time was worked, and the agency determines that this arrangement is not detrimental to the operations of the agency.
- 4.5 The employer shall not use this provision to make permanent changes in employees' work schedules.

SECTION 5. STAND-BY

- 5.1 The employer may require an employee to be on stand-by. Stand-by time means a period of time outside an employee's regularly scheduled work hours, during which the employee is required, at the employer's direction, to remain available to the agency within a specified response time. An employee on stand-by shall remain available at the employer's direction for recall to perform necessary work. Stand-by assignments shall be limited to work situations where a probability for emergency recall of employee(s) exists.
- 5.1.1 Employees on stand-by who are called into work shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.
- 5.1.2 An employee on stand-by as defined in Section 1 above, who is not available when called, and who does not present reasonable justification for failure to report when called shall lose stand-by compensation for that stand-by period.

5.1.3 When the employer designates a particular telephone number at a location designated by the employer or restricts the employee to the employer's premises, the employee shall be compensated at his or her regular rate of pay and shall not receive stand-by compensation.

5.2 Employees who are eligible to receive overtime payments shall be compensated at the rate of one dollar (\$1.00) for each hour they are required to serve on stand-by status.

ARTICLE 13

WAGES

SECTION 1. SALARY AND LONGEVITY Employees in the appropriate unit shall be compensated in accordance with the Kansas State Civil Service pay plan and shall receive longevity pay in accordance with K.S.A. 75-5541.

SECTION 2. LONGEVITY PAY Pursuant to K.S.A. 75-5541, employees in the Statewide Technical unit shall receive longevity pay following the completion of 120 months of satisfactory service. The amount of each longevity payment shall be computed on the basis of \$40 for each year of satisfactory service, not to exceed 25 years.

SECTION 3. OVERTIME All Technical Unit employees in positions that are non-exempt under the provisions of the Fair Labor Standards Act shall be compensated for hours worked in excess of forty (40) hours in a workweek at 1 1/2 times their regular rate.

3.1 Overtime is defined as all hours worked which exceed forty (40) hours in pay status during a workweek.

3.2 Hours in pay status means all time worked, time off work for which the employee is compensated because of a holiday, time charged against any type of leave with pay or because of use of compensatory time credits.

- 3.3 Time off with pay shall be included as time worked for purposes of computing overtime.

SECTION 4. COMPENSATORY TIME IN LIEU OF OVERTIME

- 4.1 At the discretion of the agency or when acting on requests of employees, any work time accumulated within the current workweek that could result in overtime may be given as equivalent time off on an hour-for-hour basis within the same workweek in which it was worked.
- 4.2 In lieu of paying an eligible employee at the time and a half rate for overtime worked outside the current workweek, an agency may elect to compensate an employee for overtime worked by granting compensatory time off, at the rate of one and a half hours off for each hour of overtime worked.
- 4.3 The use of compensatory time will not be used to permanently alter an employee's regular work schedule.
- 4.4 Employees shall be permitted to use compensatory time off at a time mutually agreeable to the employee and their supervisor. Employee requests to use compensatory time shall not be unreasonably denied.

SECTION 5. PAY FOR COMPENSATORY TIME Except as noted below, any employee who has accrued 120 hours of compensatory time off shall, for any additional overtime hours of work, be paid overtime compensation for that payroll period. The Secretary of Administration may approve a higher maximum, provided that the maximum shall not exceed 240 hours. If Technical Unit employees are affected, KAPE will be notified of any maximum approved by the Secretary of Administration which exceeds 120 hours.

Compensatory time hours accrued will be reported to affected employees upon individual requests directed to the appropriate agency personnel office.

SECTION 6. SHIFT DIFFERENTIAL The normal day shift shall be defined as a period of eight hours of work (typically between the hours of 8:00 A.M. and 5:00 P.M.) within twelve consecutive hours. A shift differential shall be paid to employees for hours worked on regularly established shifts other than the normal day shift.

- 6.1 An employee who is assigned to a normal, permanent or seasonal work schedule which falls in whole or in part outside the hours of the regularly established day shift shall be paid a shift differential for all hours worked.

6.2 The shift differential shall not be applicable to leaves of absence with pay or to holiday compensation but shall be applied in calculating the "regular rate of pay" for overtime purposes consistent with the Fair Labor Standards Act.

SECTION 7. SHIFT DIFFERENTIAL, ESTABLISHED The parties agree to establish a Shift Differential at a rate of twenty-five cents (\$0.25) per hour in addition to the employee's regular straight time compensation for all hours qualifying for the shift differential set forth in Section 6.

SECTION 8. ACTING ASSIGNMENTS An employee in the unit who has permanent status in one position may be assigned to perform the duties of another position, provided that the acting assignment be for a period of time greater than thirty (30) consecutive days but less than one (1) year, and the employee meets the qualifications for the position. Documentation of the acting assignment shall be placed in the employee's personnel file.

If the employee is acting in a position assigned to a higher salary range than that of the employee's normal position, the employee shall be paid at a step on the higher range that gives the employee an increase in pay. Such an increase shall not exceed the highest step possible if the employee were being promoted to the position. The employee may receive salary step increases in accordance with applicable salary step increase regulations during an acting assignment.

If the employee is promoted to a position in which the employee has served in an acting assignment, the salary shall remain at the amount paid during the acting assignment. Any accumulated months shall count towards the next pay increase. The time served in the acting assignment may be credited towards the promotional probationary period.

SECTION 9. PAY UPON DEMOTION Pursuant to K.A.R. 1-5-15, an employee who is demoted shall be paid at the same step of the range for the lower class as the step on which the employee was being paid in the higher class, or at any higher step so long as there is a decrease in rate (dollar amount). However, a promotional employee who is demoted shall be paid no less than the same step of the range for the lower class as the step that the employee was on immediately prior to the promotion.

ARTICLE 14

HOLIDAYS

SECTION 1. Employees in the appropriate unit shall have the following legal holidays with pay:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Veteran's Day

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered holidays with pay for employees in the unit.

SECTION 2. When one of the legal or designated holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday. When one of the legal or designated holidays falls on a Sunday, the following Monday shall be the officially observed holiday. A full time employee who is required to work on a legal holiday or on an officially observed holiday shall, in addition to the regular salary for the pay period, receive holiday compensation at the time and a half rate for the hours worked on the holiday.

SECTION 3. When one of the legal or officially observed holidays falls during an employee's vacation such holiday shall not be counted as a day of vacation.

SECTION 4. Each employee, regardless of work schedule, shall be given the same number of holidays as are credited to employees whose regular work week is Monday through Friday.

SECTION 5. In the case where a legal holiday (such as New Year's Day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2) a full time employee who is required to work on both the legal and the officially observed holiday shall

receive the additional holiday pay for only one of the two days. If the number of hours worked varies between the two days, holiday pay shall be credited to the day on which the employee worked the greatest number of hours.

ARTICLE 15

LEAVES

SECTION 1. VACATION LEAVE Each permanent, probationary and conditional employee shall earn vacation leave as provided in SECTION 2. Persons employed in temporary and emergency positions do not earn vacation leave credits.

- 1.1 An employee who retires from the service shall be paid for accumulated vacation leave and compensatory time credits under one of two options. The options include the last day worked or the last day in pay status.
 - 1.1.1 Except as described above, an employee who is otherwise separated from the service, shall be paid for that employee's accumulated vacation leave at the same time the employee is paid for the last day worked.
- 1.2 An employee who elects the "last day worked" option shall receive a lump sum payment for all accumulated time on the same pay basis as the hours actually worked in the final pay period.
- 1.3 An employee who elects the "last day in pay status" option shall continue to accrue leave and holidays and shall continue to receive regular paychecks until all vacation, holiday and compensatory time is exhausted.
- 1.4 An employee shall request approval to use vacation leave on the form provided by the employer. The employer shall not be arbitrary or unreasonable in granting or denying vacation leave requests.
- 1.5 Any conflict between employees requesting the same period of time for use of vacation leave shall be resolved by applying length of service if granting all requests would create a hardship for the employer. Once vacation leave has been

approved, an employee will not be required to surrender vacation time to an employee with a greater length of service.

SECTION 2. VACATION LEAVE CREDITS AND MAXIMUM ACCUMULATIONS

<u>Length of Service</u>	<u>Maximum Monthly Vacation Credits</u>	<u>Maximum Accumulation</u>
Less than 5 years	8 hours	144 hours
5 years and less than 10 years	10 hours	176 hours
10 years and less than 15 years	12 hours	208 hours
15 years and over	14 hours	240 hours

Employees working less than full-time shall earn vacation and accumulate leave credits on a proportional basis to the amounts shown in this subsection.

SECTION 3. SICK LEAVE Each permanent, probationary and conditional employee shall earn sick leave as provided in this section. Persons employed in temporary and emergency positions do not earn sick leave credits.

- 3.1 The maximum sick leave credits earned for monthly employees shall be eight hours per payroll period. Semi-monthly and bi-weekly employees shall earn four or three and seven-tenths hours, respectively, per payroll period.
- 3.2 Earned sick leave shall accrue without limit and shall be available for use by the employee on the first day of the payroll period following its accrual.
- 3.3 An employee wishing to use sick leave shall notify the office of the immediate supervisor or other appropriate authority prior to the start of the employee's regularly scheduled workshift. Sick leave may be used in increments of one hour or more.
- 3.4 Sick leave with pay shall be granted for the following reasons: illness or disability including pregnancy, childbirth, miscarriage, abortion and recovery therefrom of the employee or of a member of the family of the employee when the

illness or disability reasonably requires the presence of the employee;
appointments for the employee with a doctor, dentist or other health practitioner;
legal quarantine of the employee.

- 3.4.1 The employee's family shall be defined as any person related to the employee by blood, marriage or adoption or minors residing in the employee's residence as a result of legal proceedings under Kansas law for foster care or juvenile offenders.

SECTION 4. FUNERAL OR DEATH LEAVE An employee may be granted funeral or death leave with pay up to a maximum of six working days upon the death of a close relative or other person residing in the employee's household. The employee's relationship to the deceased and necessary travel time shall be among the factors considered in determining the amount of leave to be granted.

SECTION 5. JURY DUTY OR WITNESS LEAVE An employee shall be granted leave of absence with pay to respond to a summons for jury duty in a state or federal court or to comply with a subpoena as a witness in an action in which the state has an interest before a lawfully constituted board or agency or court of law. An employee shall notify the immediate supervisor upon receipt of such a summons or subpoena.

- 5.1 An employee shall not be entitled to witness leave with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action in which the employee is a party.
- 5.2 An employee who takes leave under this section who receives compensation for a required appearance other than jury duty, shall turn over to the state all compensation except that the employee shall retain the first \$50.00 of such fee and all reimbursed expenses or per diem for travel, meals and lodging, except when an employee travels in a state vehicle, the employee shall turn over to the state any mileage expense payments received.

SECTION 6. JOB INJURY LEAVE An employee who sustains a qualifying job injury as determined by the employee's appointing authority, which renders the employee unable to perform regular job duties and which arises out of and in the course of employment from a shooting, stabbing or aggravated battery shall be eligible for leave of absence with pay for a maximum duration of six months.

- 6.1 An employee who qualifies for job injury leave shall not lose accrued sick leave or vacation leave credits. If the employee is awarded worker's compensation the

amount received under this leave shall, when added to worker's compensation pay, equal the regular salary of the employee.

- 6.2 The employer may require the employee to return to limited service if the employee becomes capable of performing at a reduced level in the opinion of a physician selected and paid for by the employer. Limited service shall not continue for more than six months from the date of return. The employee shall perform limited service under this subsection at the regular hourly rate of pay earned at the time of the injury.

SECTION 7. LEAVE WITHOUT PAY An employee may request and may be granted leave of absence without pay for any good and sufficient reason including childbearing, illness, temporary disabilities, birth of a child, adoption, initial placement of a foster child in the employee's home, or to care for a family member who has a serious health condition.

- 7.1 Leave of absence without pay shall not exceed sixty calendar days, extended or renewable to a maximum of six months for probationary or conditional employees. For permanent employees a leave of absence without pay shall not exceed one year.
- 7.2 Any such leave which extends beyond thirty calendar days shall be reported to the Director of Personnel Services and shall interrupt the accrual of seniority.
- 7.3 Upon return to work at the expiration or termination of an authorized leave the employee shall be returned to a position in the same class as the position which the employee held at the time the leave was granted, or to a vacancy in another class in the same salary range for which the employee meets the qualifications.
- 7.3.1 Nothing shall preclude a permanent employee returning from leave without pay from applying, and being considered for, a position in a higher salary range for which the employee meets the qualifications.

SECTION 8. KAPE LEAVE A permanent employee in the appropriate unit of the Technical Unit Employer may request and may be granted a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE leave of absence shall not be granted to exceed one (1) year.

An employee who returns at the expiration of a regularly approved KAPE leave without pay shall be returned to a position in the same class as the position held at the time the leave was granted, or in another class in the same salary range for which the employee meets the qualifications.

During the tenure of the leave, the employee will be eligible to maintain all medical insurance benefits offered by the State of Kansas to its employees as long as the employee agrees to pay a sum equal to what would normally be the employer contribution in addition to the employee's normal rate of contribution.

Failure to report for work on the expiration of an authorized KAPE leave of absence, or upon notice by the Technical Unit Employer that a leave has been terminated, shall be deemed resignation.

SECTION 9. TRANSFER OF LEAVE CREDITS An employee who transfers from one agency or department of the employer to another shall have all accrued vacation and sick leave credits transferred to the new agency or department.

- 9.1 If the employee has compensatory time credits at the time of the transfer the employee shall be paid at the current hourly rate of pay for all such accumulation by the agency from which the transfer is made.
- 9.2 The provisions of this section also apply to an employee who separates from one agency and is appointed to another agency or department on the following work day.

ARTICLE 16

TRAVEL REIMBURSEMENT

The State of Kansas Travel Reimbursement Regulations as they currently exist or as they may be changed from time to time shall govern reimbursement for all employees in the unit.

ARTICLE 17

GRIEVANCE PROCEDURE

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

SECTION 2. Step 1: The employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence or the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have a KAPE steward present at this step if he or she so desires.

Step 2: If the grievance has not been settled in Step 1, it shall be presented in writing by the employee to the agency designated manager or his or her designee within five (5) working days after the response from the supervisor in Step 1 above is due. The agency designated manager shall respond in writing within ten (10) working days to the grievant.

Step 3: If the grievance has not been settled in Step 2, it shall be presented in writing by the employee to the agency head or his or her designated representative within five (5) working days after the response from the agency designated manager or his or her designee in Step 2 above is due. The agency head or his or her designated representative shall hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have a KAPE representative represent him or her at this step if the employee so requests.

SECTION 3. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be grievable except by mutual extension of the agreement.

SECTION 4. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

SECTION 5. Neither party hereby relinquishes any rights in law or equity.

ARTICLE 18

APPROVAL OF THE GOVERNOR OR THE LEGISLATURE

This memorandum of agreement shall be subject to the approval of the employer, the State of Kansas. Any provisions of this agreement which require amendment of the rules and regulations of the Department of Administration or the pay plan and pay schedule of the state shall be submitted to the Secretary of Administration and the Governor for approval or rejection. If approved, they shall become effective at such time and in the manner prescribed by law. Further, the parties agree that any provision of this agreement which requires passage of legislation for its implementation shall be submitted to the legislature at its next regular session, and if approved, shall become effective on a date specified by the legislature.

ARTICLE 19

SAVINGS CLAUSE

Should any provision of this agreement be declared by the proper judicial authority or the Kansas legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. Any provision of this agreement which is based upon any statute, whether federal or state, all or in part, either directly or indirectly, shall be construed to conform to the statute upon which the provision is based; such construction is to apply as the statute is presently worded or as the statute may be amended or changed.

ARTICLE 20

DURATION AND TERMINATION

This memorandum of Agreement shall become effective on the first day of the month following approval by the employer, the State of Kansas except for those provisions of the agreement which state herein, or otherwise by law require the approval of the governor or the legislature. This memorandum of agreement shall remain in effect for a period of two years. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no less than ninety (90) days prior to the expiration date, that it desires to amend, modify or terminate this Agreement, as the case may be. If notice to modify or amend is given, it shall contain a statement of modifications desired, and meet and confer meetings shall begin not later than thirty (30) days prior to the expiration date.

In witness whereof, the parties hereto have set their hands this 20th day of October, 1995. 11/1/95

Secretary of Administration for
the State of Kansas

Sheila F. Adams

Kansas Association of
Public Employees

Donna D. [Signature] 10-5-95

Statewide Technical Unit - Addendum to Agreement

For Memorandum of Agreement Effective 11/1/95

MEMORANDUM OF AGREEMENT PROVISIONS SUPERSEDED BY STATUTE

Article 13, Sections 3.1, 3.2 and 3.3 relating to the payment of overtime using time in pay status has been superseded by K.S.A. 1994 Supp. 75-5537. Only hours actually worked may be considered in determining whether overtime compensation is due.

The memorandum of agreement provisions listed below have also been superseded by statute. The SHaRP Proviso establishes a one year window suspending the requirements to meet and confer in order to allow for the timely implementation of regulations involving the SHaRP computer system. *See 1995 Session Law Ch. 270, §30, pg. 1512.* The memorandum of agreement provisions superseded by the SHaRP Proviso include:

Article 10, Sections 1, 3 and 4 relating to Promotion and Vacancy Procedures, and
Article 15, Section 2 involving Vacation Leave Credits and Maximum Accumulations

KANSAS ADMINISTRATIVE REGULATIONS SUPERSEDED BY THIS AGREEMENT

Article 15, Sections 1.1 and 1.3 supersede the conflicting portions of K.A.R. 1-9-13 relating to the payment for accumulated vacation and sick leave credits. In addition to a lump sum addition to the employee's last paycheck, the memorandum of agreement allows employees to select the last day in pay status option. Although K.A.R. 1-9-13 does not provide for the last day in pay status option, employees in the Statewide Technical unit are to be given that option.

Article 15, Section 6 supersedes the conflicting portion of K.A.R. 1-9-22 relating to job injury leave. The current regulation, as amended, restricts limited duty in combination with time away from work on job injury leave to a total of six months. The memorandum of agreement restricts limited duty to six months from the date of the employee's return to work. As a result of this agreement, employees in the Statewide Technical unit will be allowed a maximum of six months of job injury leave away from work and up to six months of limited duty.

Questions or comments concerning the above clarification of the memorandum of agreement provisions should be addressed to Legal and Labor Relations Section, Division of Personnel Services, Department of Administration. The phone number is 296-8525.