

UNIT 6 SUPPLEMENTAL AGREEMENT

Article 1

Post Rotation and Specialty Team Selection at Department of Corrections Facilities

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

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

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

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

Section 5. Post rotation is valid only when an actual change of post occurs. Changing shifts or days off and remaining in the same post does not constitute post rotation.

Section 6. The following formula shall be used in determining an employee's ranking for post rotation. At the time of post rotation, the list of all employees eligible to bid will be posted with their ranking.

- A. **Length of Service:** one point shall be awarded for each month of service with KDOC and one-half point shall be awarded for each month of service in the juvenile corrections officer series. If an employee separates from service with the state of Kansas, if that separation lasts one year or less, then all previous service time shall be included. If that separation lasts more than one year, no points will be awarded for prior service. There shall be no maximum number of points available for this category.
- B. **Performance Reviews:** Excellent or Exceeding expectations shall be worth eight (8) points; Satisfactory or Meets expectations shall be worth four (4) points; Unsatisfactory or Does Not Meet Expectations shall be worth zero (0) points. Points will be based on the most recently completed review.
- C. **Experience:** two points shall be awarded for each month of continuous service in the applicable rank. There shall be no maximum number of available points in this category.
- D. **Reprimands:** There shall be one point deducted for each letter of reprimand within the last 12 months.
- E. **Other Disciplinary Actions:** points shall be deducted from the total for the following disciplinary actions within the last 12 months: Every suspension will be worth two (2)

points and ten (10) points for a demotion. Voluntary, non-disciplinary demotions shall not count in this category.

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

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

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

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

Section 11. Temporary filling of specialty posts. When a temporary opening of a specialty post exists which is expected to last five (5) days or less, the post shall be staffed by reassigning an employee of the appropriate rank who has previously worked the post, if available. If not available, the post shall be filled by an employee of the appropriate rank who has permanent status, except the employee may be on probationary status if they are working directly with an employee who has permanent status. When a temporary opening of a specialty post exists which is expected to last more than five (5) days but less than sixty (60) days, the post will be filled by a qualified applicant for the post during the most recent selection process. If the opening is

expected to last more than sixty (60) days, the selection process set forth in Section 10 shall be followed.

Section 12. The KDOC shall establish a schedule to review, on an annual basis, a minimum of one-third of all specialty posts at each facility to evaluate whether each particular post shall be continued as a specialty post. Such review shall include an assessment of training and team membership requirements for each specialty post and the staff within the facility that are qualified to serve in those posts. A report of such review, including when the review was done and the results of the review, shall be sent electronically to the KOSE President within 30 days of its completion. If it is determined the post will be continued as a specialty post it will be reopened for applications pursuant to Section 10 of this Article. The incumbent is eligible to apply to continue in the post. Selection of the officer for assignment to the specialty post shall be made in accordance with Section 10 of this Article. Nothing shall preclude management from leaving an employee in a specialty post if they are the most qualified. The specialty post review shall be completed in conjunction with annual post rotation so that non-selected officers may participate in the post rotation process.

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

Section 14. When regularly assigned to specialty, non-rotating posts, including but not limited to central control and transport, the employer will provide any required training necessary for that post prior to the employee working that post. Management will maintain a list of employees who have received the applicable training to serve in a specialty post. In singular instances where no specialty post staff is available, management will prioritize assignment of staff who have appropriate training if available. If no staff with formal training is available, the employer will provide a review of post prior to assignment. After said review, the employee may request to be reassigned if the employee doesn't feel capable of adequately performing the duties of the post. Such requests may be granted at the discretion of management.

Section 15. Filling of Specialty Teams. Specialty teams include SORT, HRT, SST, and other similar teams. Openings for specialty teams shall be posted for ten (10) days. The posting will contain all of the information pertinent to the opening, including, but not limited to the following: purpose of the team, responsibilities of team members, duties, and qualifications. Any employee desiring to apply for the specialty team shall submit prior to the closing date an application setting forth their qualifications for the position, including how their experience, skills, and training match the requirements of the position. Selection of the individuals who meet the minimum qualifications for assignment to a specialty team shall be based on an interview, and on whether he/she has the experience, skills, training and judgment that best match those required for the position. The applicant's disciplinary record within the past 12 months and performance reviews may be considered in the selection process. The warden or designee will make the final selection.

Article 2

Number of Stewards at Correctional Facilities

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

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

At KDOC satellite units there shall be no more than one steward for each shift.

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

Article 3

Uniforms for Kansas Department of Corrections Employees

Section 1. When a uniform is required, the Kansas Department of Corrections (KDOC) shall issue the employee with uniform components to include the following:

- Boots (1 pair)
- Black Polo Shirt (6 total in employee's choice of short vs. long sleeves)
- Dual Purpose Stab and Ballistic Vest
- Tactical Black Jacket with Liner
- Black Stocking Cap
- Black Ball Cap
- Trousers (5 pair)
- Trouser Belt
- Duty Belt
- Belt Keepers
- MK IV Spray Holder
- Handcuff Case
- Radio Holder
- Nylon Glove Case
- Key Holder

Post-specific articles shall include:

- Insulated Bib Overalls
- Insulated Coveralls
- Raincoat
- Summer Hat

The uniform will be worn for normal and specialized duties as established in IMPP 12-123 and policy memorandum 02-10-007 and will remain consistent with policy regarding issuance.

Uniforms and equipment provided by KDOC shall be good quality and in adequate condition for use. Adequate condition means that clothing shall be clean, reasonably fit the employee, and may not have tears, stains, or visible wearing. Equipment shall be operable for its intended use.

Employees may purchase items utilizing state contract pricing costs at their discretion.

Section 2. KDOC shall, prior to the end of a purchasing contract for uniforms and equipment, extension of such contract, or issuance of an RFP for uniforms and equipment, consult with the KOSE President on concerns and requests of KOSE membership in relation to uniforms and equipment.

KDOC agrees to consult with the KOSE President or designee prior to making any changes to the current uniform or if a new uniform is implemented. Subject to approval by the appointing authority or designee, employees of these divisions may supply their own uniform accessories so long as they comply with Department standards.

Section 3. Employees may request, on an annual basis between July 1 and September 1 of each year, to have components of their uniform replaced. Replacement requests shall not be denied except due to budget restrictions. Equipment may be replaced as needed. Dual Purpose Stab and Ballistic Vests shall be replaced as recommended by the manufacturer. Emergency requests for uniform or equipment replacement shall be fulfilled at the discretion of the employer.

Section 4. The employee shall be responsible for routine maintenance and cleaning of the regular uniform.

Section 5. Employees that lose or damage uniform components or accessories through negligence or intentional acts may be deemed responsible for the depreciated value of the item, as determined by the employer. Employees that terminate employment with the DOC shall return uniforms and equipment or purchase the items.

Section 6. Non-law enforcement employees will be entitled to have long hair and/or beards if they so desire, provided they are kept well-groomed and do not pose a safety threat.

Section 7. The Employer shall provide American flag patches with the stars towards the front of the officer to be worn on the upper right arm of the polo shirt and the officer jacket. KOSE will design, submit for approval and provide a KOSE pin to be worn by stewards within the bargaining unit on the right side of the polo shirt collar which shall identify them as KOSE stewards.

Section 8. Non-uniformed staff who maintain security certification and regularly volunteer to work overtime in a uniformed post shall be issued two (2) shirts, two (2) trousers, one (1) duty belt with appropriate accessories, and one (1) pair of boots. Uniform and equipment replacements may be requested by such staff and shall be fulfilled at the discretion of the employer.

Section 9. Practice ammunition.

- (a) The KDOC will provide ammunition in the amount sufficient for staff to complete the course of fire for requalification purposes associated with each approved weapons system and with the responsibilities of positions and/or teams.
- (b) Additional rounds of ammunition and time will be provided to staff in advance of and in conjunction with requalification for the purpose of practice with the weapon.

Section 10. Firing range.

KDOC shall schedule employees time on the firing range for a period that allows for weapon familiarization and practice. Such time shall total at least 8 hours annually and shall occur twice per calendar year. The 8 hours of training shall also include the re-qualification.

Article 4**Uniforms for State Hospital Employees**

Section 1. When a uniform is required by a consistent, facility-wide policy applying to all employees in the classification, the Kansas Department for Aging and Disability Services (KDADS) shall issue the employee uniform components including:

1. Shirts (6 total in employee's choice of short vs long sleeves)
2. Pants (6)
3. Duty belt with accessories, including but not limited to:
 - a. Radio holster
 - b. Key keepers
 - c. Trouser belt
 - d. Belt keepers
 - e. Glove case
 - f. **Steel handcuffs
 - g. **Handcuff carrying case
 - h. **Handcuff key (subject to facility policy)
 - i. **Oleoresin Capsicum ("OC") spray canister
 - j. **OC canister holster
4. Light jacket and/or heavy coat

**If required by facility policy, items with asterisks may be issued to workers.

Plain black boots or shoes shall be supplied by the employee and must be worn with the uniform. No steel toe boots or shoes shall be worn. Eligible employees will be reimbursed up to \$250 annually for purchase of approved shoes or boots in accordance with relevant facility policies and procedures.

State hospitals may implement consistent, written policies to guide the wearing of uniforms.

Uniforms and equipment provided by KDADS shall be good quality and in adequate condition for use. Adequate condition means that clothing shall be clean, reasonably fit the employee, and may not have tears, stains, or visible wearing. Equipment shall be operable for its intended use.

Employees may request, on an annual basis between July 1 and September 1 of each year, to have components of their uniform replaced. Replacement requests shall not be denied except due to budget restrictions. Equipment may be replaced as needed. Emergency requests for uniform or equipment replacement shall be fulfilled at the discretion of the employer.

The employee shall be responsible for routine maintenance and cleaning of the regular uniform.

Employees that lose or damage uniform components or accessories through negligence or intentional acts may be deemed responsible for the depreciated value of the item, as determined by the employer. Employees that terminate employment with KDADS shall return uniforms and equipment or purchase the items.

Article 5 Erosion

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

Article 6 Compensation

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

Article 7 Call-In and Call-Back Pay

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

Article 8
Alternative Work Schedules

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

Article 9
Training

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

Prior to being independently assigned to a post, new corrections officers shall receive two hundred and forty (240) hours of basic training.

All corrections officers with permanent status shall receive a minimum forty (40) hours of annual training. This annual training will include safety and emergency procedures, security procedures, communications skills, self defense and any other additional training as the Employer determines necessary. Officers who do not receive annual firearms training will not be precluded from rotating into an armed post or in transferring to a facility where all officers receive annual firearms training. In such case the officer will be scheduled for firearms training and be provided the opportunity to qualify with firearms. Such necessary training and qualification shall be supplied by the Employer to the employee within thirty (30) days of assignment of post. Training shall be provided by qualified instructors as determined by the agency. OJT (on the job training) and FTO (field training officer) trainers shall be permanent status employees.

The Employer shall request the Department of Administration to study compensation for officers who are assigned to serve as OJT and FTO trainers. Such study shall be completed within one year of the ratification of this agreement and shall be sent to the KOSE President upon completion.

Article 10
Health and Safety

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

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

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

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

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

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

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

The Committee shall:

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

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

Article 11 Corrections Counselors

Section 1. Corrections Counselors Work Hours

A. Work Schedules

- a. The employer shall develop a Master Roster for Corrections Counselor caseloads which shall include a full list of all Corrections Counselor caseloads within the facility.
 - b. The normal work schedule for Corrections Counselors shall be a four (4) day or five (5) day work week, Monday through Friday and can include one (1) day in the weekend as necessary for the effective management of the caseload with a maximum of ten hours per day.
 - c. Counselor standard work hours shall fall between 6:00 a.m. and 8:00 p.m. Counselors may deviate/flex from the normal work days or work hours with prior supervisory approval dependent upon the assigned caseload or at the request of the supervisor and/or employee.
- B.** KDOC shall provide equitable workload assignments for all Corrections Counselors within a facility, with consideration given to configuration of units, specialty populations, case types, etc. The status of Corrections Counselors workload assignments shall be

monitored by management, and appropriate steps will be taken to balance the workload, to include assigning work to other counselors or supervisors.

- C. A Corrections Counselor I shall not be expected to perform supervisory duties in the unit when a supervisor is also on duty in that unit.
- D. Corrections Counselors utilized for short-term, non-emergency (e.g., cell searches, pack-outs, yard sweeps, inmate movement, escorts or other duties) and acting assignments (e.g., teaching, training, tours, public speaking, job fairs) which preclude them from performing their full range of normal duties shall be reasonably accommodated. Accommodations may include reassigning the duties to another Corrections Counselor, postponing deadlines if external factors allow, or authorizing overtime when a need exists.
- E. Corrections Counselors utilized to fill other state employee posts shall have reasonable adjustments made to their workload deadlines, with consideration given to the employees' workload, the number and nature of the employees' additional assignments and external factors that impact the ability to meet deadlines.
- F. Each Facility Administration and their assigned KOSE covered Corrections Counselors agree to convene a committee, to meet odd-numbered years to review and assess possible redistribution of Corrections Counselor workload. If workload issues are not resolved at the local level, the Union can submit their concerns in writing and meet with the Deputy Secretary of Corrections within thirty (30) days of the request.

Section 2. Rotation of Counselors

- A. Caseload rotation is defined as the reassignment of Corrections Counselor staff, with the exception of designated specialty posts and temporary posts, from one post to another within the same shift, as provided herein.
- B. Caseload is defined as a certain group of residents assigned to be supervised or managed by a certain Corrections Counselor within that living unit.
- C. All caseloads identified on a Master Roster, with the exception of designated specialty assignments, shall be rotated every two years.
- D. Caseload rotation will be posted no less than forty-five (45) days before the effective date of the rotation and will remain posted for no less than twenty (20) days. Facilities shall utilize the rotation process as defined in Article 1 of this agreement for designating caseload preferences. Any change in the process shall be subject to meet and confer. The employer will inform all affected employees no less than seven (7) calendar days before the effective date of the new assignments.
- E. A rotation schedule shall be established that provides for rotation, starting the 1st Sunday in May that is the start of a new pay period, beginning with the highest-ranking position and proceeding with the next rank in the first pay period of June, and so forth until all ranks have rotated.
- F. Caseload rotation is valid only when an actual change of caseload occurs. Specialty caseloads may be exempt from the requirement to rotate.
- G. When more than one employee requests a specific caseload the employee with the highest ranking shall be assigned the preferred caseload. If more than one employee requesting a caseload has the same ranking for caseload rotation, then the caseload will be assigned to the employee whose assignment to the caseload is most distant in time.

Any ties in the caseload preference process will be determined by a coin flip by the warden's designee and witnessed by both employees or the employees' designees.

- H. Caseload openings, not including temporary caseloads, arising after the rotation schedule shall be filled pursuant to procedure designated in Article 1, Section 8 of this agreement.
- I. Employees will not be allowed to change caseloads more often than two times in a caseload rotation cycle except by mutual written agreement between the employee and the employer.
- J. Filling of Specialty Caseloads. Specialty Caseload openings shall be posted for ten (10) days. The posting will contain all of the information pertinent to the Caseload, including, but not limited to the following: caseload location, number of residents, custody level of residents, hours of work, duties, and qualifications. Any employee of the appropriate classification desiring to apply for the specialty caseload shall submit prior to the closing date an application with their qualifications for the caseload, including how their experience, skills, and training match the requirements of the position. Selection of the individuals who meet the minimum qualifications for assignment to a specialty caseload shall be based on an interview, and on whether the candidate has the experience, skills, training and judgment that best match those required for the specialty caseload. The applicant's disciplinary record within the past 12 months and performance reviews may be considered in the selection process. The warden or designee will make the final decision.

Article 12

Mandatory and Voluntary Overtime for Non-Uniformed Employees in KDOC Facilities

Section 1. Volunteers. The Employer shall utilize volunteers who meet operational needs for overtime before requiring mandatory overtime.

Section 2. Mandatory Overtime. Employees may be required to work overtime. Employees required to work overtime will be notified as soon as the need for overtime becomes known, but not less than one hour prior to the end of their workday unless time and circumstances do not permit.

Section 3. Distribution. Overtime shall be distributed among employees capable of performing the work in their respective facility, area and job class. Each facility shall establish a consistent process that includes the use of a list of volunteers to work overtime.

Section 4. Applicability. Non-uniformed staff will not be required to perform mandatory overtime in a uniformed position. Non-uniformed staff may volunteer for overtime in uniformed positions if otherwise qualified.

Article 13

Mandatory and Voluntary Overtime for Uniformed Employees in KDOC Facilities

Section 1. Ranking and Placement on Mandatory Overtime List

- A. New Officers and Officers transferring from other facilities will be placed at the bottom of the Mandatory Overtime List. There shall be one Mandatory Overtime List per shift maintained by the Chief of Security or designee.

- B. Whenever an Officer has scheduled leave (at least 24 hours in advance), their leave begins at the end of their shift immediately preceding the scheduled leave and ends at the beginning of their shift immediately following the scheduled leave. Officers with scheduled leave will not be required to work an overtime shift during their scheduled leave even if they are at the top of the Mandatory Overtime List.
- C. While on leave the officers name will be considered inactive but kept in the proper rotation. In the event that person's name rotates to the top it will be maintained in the top position and made active upon their return from leave.
- D. Officers shall be moved to the bottom of the Mandatory Overtime List when they have worked at least 1 hour of mandatory overtime or 2 consecutive hours of voluntary overtime and their relief from working is initiated by the Shift Supervisor. Whenever an officer requests and is relieved due to circumstances such as a family emergency, illness, etc., prior to working the hours of overtime as identified in Section 3 they will not be moved to the bottom of the Mandatory Overtime list.
- E. The Mandatory Overtime List will include all Corrections Officers covered by KOSE.

Section 2. Mandatory Overtime Requests/Assignment

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

Section 3. Notification of Mandatory Overtime

- A. Mandatory overtime will be assigned in a four (4) hour block to provide staff coverage for the four (4) hours immediately preceding or immediately following an officer's regular shift. Voluntary overtime will be assigned in four (4) or eight (8) hour blocks.
- B. The Shift Supervisor or the Assistant Shift Supervisor shall post to a shared drive an up-to-date mandatory overtime list showing Officers' positions on that list. These daily lists shall also be printed and posted daily in a convenient place for Officers to see it.

- C. Officers required to work mandatory overtime shall be notified prior to their shift, or in person at least 1 hour prior to the end of their shift unless exigent circumstances exist. Officers so notified will be allowed to make phone calls outside the facility to notify others or make necessary arrangements as a result of being required to work mandatory overtime. Direct notification can be done by phone, radio, or in person.
- D. Shift Supervisors have the discretion to require employees to call in before the start of their scheduled shift to see if an overtime work requirement exists. Officers directed to call in before shift must speak directly to a Shift Supervisor. Officers calling in will receive .25 hours of actual hours worked. However, if the call continues longer than 15 minutes, the actual hours worked will be accounted for in .25 increments thereafter. Officers will not be required to call in more than two times during their scheduled week. However, officers will remain in their position on the Mandatory Overtime List even after calling in two times. Facility heads will establish call-in times in the facility General Order.
- E. Officers working an eight (8) hour overtime shift immediately following or preceding a regular eight (8) hour shift shall be provided an opportunity to receive a 30-minute paid break. Officers working a four (4) hour overtime shift immediately following or preceding a regular twelve (12) hour shift shall be provided an opportunity to receive a 30-minute paid break. Staff currently in the post shall remain on post until the Officer working overtime returns from their break. Facility emergencies shall be the only exception for denying a break to an Officer working an overtime shift.
- F. The Officer(s) assigned to work mandatory overtime shall report to the designated post when directed and shall remain on-duty until properly relieved. The Shift Supervisor or Assistant Shift Supervisor or their designee shall continue to identify and assign Officers from the Voluntary Overtime List. Except in the event of an ongoing facility incident Officers working a mandatory overtime shift shall not be required to work more than four (4) hours in addition to their shift but may elect to work up to a total of eight (8) overtime hours by volunteering to do so. KDOC acknowledges that mandatory overtime in excess of four (4) hours in addition to an officer's shift due to an ongoing facility incident should rarely occur and that it will diligently and in good faith endeavor to limit same. Any issues with mandatory overtime hours may be discussed at the quarterly Labor/Management Meetings, but this will not preclude the filing of grievances for violations of this policy or the Unit 6 Supplemental.

Section 4. Volunteer/Mandatory Overtime Post Assignment Procedures

- A. In the event that it becomes necessary that an Officer work overtime either voluntarily or by mandate, in either a four or an eight-hour increment, that Officer may request a specific vacant post that the Officer works the overtime in.
- B. An Officer cannot request a post that has already been selected by another Officer for overtime. Posts will be on a "first come, first serve" basis. Preference will be given to Officers who volunteer for all eight (8) hours over Officers who volunteer for four (4) hours.

- C. An Officer may select a post of their current rank, one rank above, or below their current rank. Any employee covered under this agreement may not be required to perform supervisory duties.
- D. An officer cannot be mandated to a post that is above their current rank unless necessary to provide adequate staffing for safety and security in the unit based on factors including but not limited to custody level, population, and facility design. Any employee covered under this agreement shall not be required to perform supervisory duties.
- E. In the event a ranking Officer must be removed from the roster an Officer of either the current rank or one rank lower may be considered to fill the open post by choice.
- F. Specialty/non-rotating posts will not be considered a valid choice of post for an Officer to work overtime that is not currently assigned to that specialty/non-rotating post or that is not properly trained for that specialty/non-rotating post.
- G. In the event that an Officer is in a post away from the facility grounds that would create undue stress on the facility to have the Officer relieved, the appointing authority may continue to have that Officer work the post that Officer is currently in until they return to the facility.
 - a. Once the Officer returns to the facility, if that Officer has not completed the four- or eight-hour volunteer/mandatory overtime increment, the Shift Supervisor will give that Officer the opportunity to select the vacant or open post in which they would like to complete their overtime.

Section 5. No employee shall be mandated to work more than 12 hours in a 24-hour period. If an employee regularly works a 12-hour shift, then that employee may be mandated to work up to 16 hours in a 24-hour period. Any such 16-hour shift shall be followed by an 8-hour rest period.

Article 14

Mandatory and Voluntary Overtime for Safety and Security Officers in State Hospitals

Notwithstanding the other provisions of the Agreement or this Supplemental, the following shall apply for Safety and Security Officers in State Hospitals:

Section 1. Ranking and Placement on Mandatory Overtime List

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

- D. Officers shall be moved to the bottom of the Mandatory Overtime List when they have worked at least 1 hour of mandatory overtime or 2 consecutive hours of voluntary overtime.
- E. The Mandatory Overtime List will include all Officers covered by KOSE.

Section 2. Mandatory Overtime Requests/Assignment

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

Section 3. Notification of Mandatory Overtime

- A. Mandatory overtime will be assigned in a four (4) hour block. Voluntary overtime will be assigned in four (4) or eight (8) hour blocks.
- B. The Senior Ranking Officer shall post to a shared drive an up-to-date mandatory overtime list showing Officers' positions on that list. These daily lists shall also be printed and posted daily in a convenient place for Officers to see it.
- C. Officers required to work mandatory overtime shall be notified prior to their shift, or in person at least 1 hour prior to the end of their shift unless exigent circumstances exist. Officers so notified will be allowed to make phone calls outside the facility to notify others or make necessary arrangements as a result of being required to work mandatory overtime. Direct notification can be done by phone, radio, or in person.
- D. Officers working an eight (8) hour overtime shift immediately following or preceding a regular eight (8) hour shift shall be provided an opportunity to receive a 30-minute paid break. Officers working a four (4) hour overtime shift immediately following or preceding a regular twelve (12) hour shift shall be provided an opportunity to receive a 30-minute paid break. Staff currently in the detail assignments shall remain on detail assignment until the Officer working overtime returns from their break. Facility

emergencies shall be the only exception for denying a break to an Officer working an overtime shift.

- E. The Officer(s) assigned to work mandatory overtime shall report to the designated detail assignment when directed and shall remain on-duty until properly relieved. The Senior Ranking Officer or their designee shall continue to identify and assign Officers from the Voluntary Overtime List. Except in the event of an ongoing facility incident Officers working a mandatory overtime shift shall not be required to work more than four (4) hours in addition to their shift but may elect to work up to a total of eight (8) overtime hours by volunteering to do so. KDADS acknowledges that mandatory overtime in excess of four (4) hours in addition to an officer's shift due to an ongoing facility incident should rarely occur and that it will diligently and in good faith endeavor to limit same. Any issues with mandatory overtime hours may be discussed at the quarterly Labor/Management Meetings, but this will not preclude the filing of grievances for violations of this policy or the Unit 6 Supplemental.

Section 4. Volunteer/Mandatory Overtime Detail Assignment Procedures

- A. In the event that it becomes necessary that an Officer work overtime either voluntarily or by mandate, in either a four or an eight-hour increment, that Officer may request a specific vacant detail assignment that the Officer works the overtime in.
- B. An Officer cannot request a detail assignment that has already been selected by another Officer for overtime. Detail Assignments will be on a "first come, first serve" basis. Preference will be given to Officers who volunteer for all eight (8) hours over Officers who volunteer for four (4) hours.
- C. In the event that an Officer is in a detail assignment away from the facility grounds that would create undue stress on the facility to have the Officer relieved, the appointing authority may continue to have that Officer work the detail assignment that Officer is currently in until they return to the facility.
- D. Once the Officer returns to the facility, if that Officer has not completed the four- or eight-hour volunteer/mandatory overtime increment, the Senior Ranking Officer will give that Officer the opportunity to select the vacant or open detail assignment in which they would like to complete their overtime.

Section 5. No employee shall be mandated to work more than 12 hours in a 24-hour period. If an employee regularly works a 12-hour shift, then that employee may be mandated to work up to 16 hours in a 24-hour period. Any such 16-hour shift shall be followed by an 8-hour rest period.

Article 15 Officially Declared Emergencies

Section 1. Definitions

“Short-term emergency” refers to a situation where an emergency is expected to last seven days or fewer, including but not limited to: natural disasters, escapes, elopements, riots, bomb threats, hostage situations, and utility failures.

“Long-term emergency” refers to a situation where an emergency has the potential to last longer than seven days, including but not limited to: extreme staffing shortage or pandemics. “Extreme staffing shortage” refers to a vacancy rate at any individual facility of 25% or greater, or any successor metric that indicates a similar level of staffing shortage.

Section 2. Declarations

In the event of any emergency situation, the Secretary or agency head of the affected agency with written approval of the Governor may declare an emergency. If such emergency is declared, the affected agency shall transmit a letter to the KOSE President informing them of the declaration, the reasons for the declaration, and the estimated length of time for the declaration.

Section 3. Duration

Short-term emergency declarations may only be declared for seven (7) days at a time and may only be extended on a weekly basis in writing from the Secretary or agency head of the affected agency to the KOSE President.

Long-term emergency declarations may only be declared for thirty (30) days at a time and may only be extended on a monthly basis in writing from the Secretary or agency head of the affected agency to the KOSE President.

Section 4. Exception

The provisions above do not apply to situations lasting less than 24 hours. In situations lasting less than 24 hours, the agency shall contact the KOSE President by phone or text message to apprise them of the situation.

Section 5. Work Hours

In the event of a short-term emergency, the employer may direct employees to work for up to 18 consecutive hours. At the end of the 18-hour time period, the employer shall provide a means for the employee to rest for at least eight (8) consecutive hours. Workers may choose to not utilize the means of rest that the agency provides without penalty or punishment.

In the event of a long-term emergency, the employer may direct employees to work for up to 16 consecutive hours. At the end of the 16-hour time period, the employer shall provide a means for the employee to rest for at least eight (8) consecutive hours. Workers may choose to not utilize the means of rest that the agency provides without penalty or punishment.

Section 6. Resolution

During the extent of any emergency declaration, the affected agency is required to have contact with KOSE on a weekly basis to discuss plans to resolve the emergency. All parties agree to work collaboratively to limit the use and duration of emergency declarations.

Section 7. Conclusion


Short-term emergencies shall conclude upon the substantial resolution of the triggering event. The Secretary or agency head shall notify the Governor and KOSE President of the end of the emergency and return immediately to normal operations.

If a long-term emergency is declared, the agency shall determine a clear metric to trigger the conclusion of the emergency. For extreme staffing shortages, the conclusion will be determined by having a vacancy rate below 25%. Upon achievement of that metric, the agency shall consult with KOSE to develop a plan to return to normal operations. Such plan shall include consideration of post or detail assignment rotation schedules and shall not unnecessarily delay a return to normal operations.


**Article 16
Duration**

This Unit 6 Supplemental Agreement is supplemental to the Memorandum of Agreement between the Kansas Organization of State Employees and the State of Kansas (KOSE MOA).


FOR THE STATE OF KANSAS



Adam Proffitt
Secretary, Kansas Department of Administration




Jordan Brewer
Chief Counsel, Kansas Department of Administration



Joe Hudson
Director of Labor Relations, Kansas Department of Administration

FOR THE KANSAS ORGANIZATION OF STATE EMPLOYEES



Sarah LaFrenz
President and Lead Negotiator, Kansas Organization of State Employees



Neil Didiaker
Bargaining Team Member



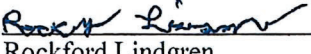
Charlene Foskuhl
Bargaining Team Member



David Gorges
Bargaining Team Member




Loren Kriegel
Bargaining Team Member



Rockford Lindgren
Bargaining Team Member



Genea Norris
Bargaining Team Member



Donald "Rick" Wiley
Bargaining Team Member