
Agreement Between

KANSAS DEPARTMENT OF CORRECTIONS – JUVENILE SERVICES AND KANSAS DEPARTMENT OF ADMINISTRATION



And

TEAMSTERS UNION LOCAL #696



2024-2027

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ARTICLE 1 PREAMBLE AND PURPOSE

Section 1. This Memorandum of Agreement (hereinafter “Memorandum” or “Agreement”) is entered into by and between the State of Kansas Department of Corrections – Juvenile Services (hereinafter “Employer” or “Management”) and Teamsters Local Union 696 (hereinafter “Union”).

Section 2. The Employer and the Union recognize that the public interest requires high standards of employee performance and the continuing development and implementation of work practices that facilitate improved employee performance and efficiency.

It is the purpose and intent of this Agreement to contribute and promote the efficient conduct of public business, to contribute to the development of harmonious and cooperative relationships between government and its employees, to recognize mutual interests, and to reduce to a minimum the causes of employee relation disputes by reducing to writing certain terms and conditions of employment that apply to employees covered by this Agreement, all of which will enable the parties to better fulfill their mission.

ARTICLE 2 RECOGNITION

Section 1. The Employer hereby recognizes Teamsters Local 696 as the certified representative for the purpose of meeting and conferring and the resolution of grievances of all employees in the State of Kansas, Juvenile Corrections Officer unit as determined by the order of the Public Employee Relations Board (PERB) on May 18, 2006, in Case No. 75-UDC-3-2006.

Section 2. Employees in the unit:

INCLUDE: All full-time, part-time, and permanent status employees in regular positions in the job classifications of Juvenile Corrections Officer I.

EXCLUDE: Employees excluded from the unit shall be all supervisory, administrative, confidential, and temporary employees, elected officials, and/or appointed employees of the Employer, and all classifications not specifically included above.

Section 3. The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. It is agreed that the Union, in appointing stewards, does so for the express purpose of promoting an effective labor-management relationship through the resolution of grievances at the lowest possible level of organization. The Union agrees that it will have stewards at each juvenile correctional facility covered by this Agreement. The number of stewards, selected from among employees in the appropriate unit, will not exceed six (6) per juvenile correctional facility. The Union agrees to attempt to appoint stewards from all three shifts to balance representational needs of the Juvenile Corrections Officers.

In the event a Union steward is required to take action under the terms of this Agreement, but no union steward(s) has been recognized or is available, the Employer agrees to contact a Union business representative for assistance. If the Employer is unable to contact a Union business representative within a reasonable amount of time, the Employer may proceed with any action required.

The Union agrees to maintain a current listing of stewards and provide this list to the Employer's Director of Human Resources whenever there is a modification to the list. The list shall identify the geographic area in which each steward shall serve.

In order to assist the Union in the representation of its members, the Employer agrees to provide reasonable access to relevant documents related to the particular grievance issue under review. If the documents are not readily available in the form requested by the Union, the Employer shall be permitted to recover from the Union the reasonable costs incurred in compiling and making the documents available that require reproduction in excess of fifty (50) pages and/or three (3) hours of staff time to respond per grievance.

Section 4. The function of stewards is to serve as a point of initial contact and information regarding grievances for all employees in the unit. Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the exclusive purpose of investigating, processing and/or discussing grievances in the area represented by the steward. "Reasonable time" for the purposes of this Article shall be interpreted to mean no more than two (2) hours per steward per steward's workweek total for all grievance handling. The superintendent or designee may authorize an extension of this time limit. Such authorization must be granted before such time is taken. Any time spent by the steward providing assistance at the specific request of the Employer shall not count towards the two (2) hour per week total.

Before attempting to act on any employee grievance, the steward shall ask the employee if he/she has discussed the matter with the immediate supervisor. The steward may, at the employee's request, accompany the employee to speak to the employee's immediate supervisor for the purpose of resolving the grievance. Before leaving their assigned work area, the steward shall request and receive permission from the shift supervisor, who shall coordinate the absences of the steward and the involved employee from the work area. The steward shall also advise the shift supervisor that the requested absence involves the investigation of a grievance. The shift supervisor may not question the details or merits of the grievance. The shift supervisor will make arrangements for both parties to be relieved from their work areas if the work and conditions permit. If the parties are unable to be relieved from their work areas due to operational needs, the shift supervisor will notify them of an alternative time during regular work hours when they are able to meet to discuss the grievance. The steward shall inform the Shift Supervisor of the location(s) within the facility to which the steward is going and the anticipated length of time the steward will be absent. The steward and the employee shall report back to duty immediately after the conclusion of their discussion concerning the grievance. Stewards should not discuss matters relating to grievances in front of employees to whom the grievance does not pertain, either in person or over the phone.

A steward not on duty may agree to confer with an employee about a grievance, however, the steward shall not be considered to be in pay status for this purpose, and shall not be eligible for any compensation from the Employer.

An employee not on duty may confer with a steward who is on duty about a grievance, however, the employee shall not be considered to be in pay status for this purpose, and shall not be eligible for any compensation from the Employer.

The parties agree that time during working hours granted to stewards pursuant to this Article shall not be used for discussing any matter concerning the internal management and operation of the Union; the collection of dues or assessments; the solicitation of memberships; campaigning for elective office in the Union; the distribution of literature; or the solicitation of grievances or complaints. Contacts with employees concerning matters other than grievances or alleged violations of the Memorandum of Agreement shall be accomplished during non-duty time, and this time shall not be considered time in pay status for either the steward or the employee(s).

Stewards may have reasonable access to copiers, telephones, fax machines and other electronic communication devices for processing grievances. The superintendent or designee may require a steward to complete a log of their usage of these electronic communication devices used for grievance processing.

ARTICLE 3 DUES DEDUCTION

Section 1. The Employer agrees to make dues deductions from appropriate unit members in accordance with K.S.A. 75-5501 and the Membership Dues Deduction Agreement signed by the Union and the Kansas Department of Administration, Division of Accounts and Reports.

Such payroll deductions will be governed by current or subsequent requirements of the Division of Accounts and Reports.

Section 2. The Employer agrees to permit a designated Union business representative to provide the information described in this Section to new employees in the unit. The Union agrees to notify the Employer of the name of the designated Union business representative who will be responsible for making the presentation. The presentation shall be basic training and may include information on union meeting times, the identity of officers and stewards, a copy of the Memorandum of Agreement, and membership informational packets. The presentation may also include the information that Juvenile Corrections Officer I's are represented by Teamsters Union Local 696, hereafter referred to as the Union, for the purpose of meeting and conferring, processing and settlement of grievances, and discussion of conditions of employment pursuant to the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321 *et seq.*, and that employees have the right to join and participate or refuse to join and participate in the activities of the Union.

The time permitted for this presentation shall not be in excess of thirty (30) minutes, and shall be scheduled as part of the training itinerary. An Employer representative may attend this meeting without prior notice to the Union. The Union agrees not to present any political campaign

information or material detrimental to the Employer. Immediately prior to the presentation, the Employer agrees to provide the following statement:

“Eligible employees in the Juvenile Corrections Officer I classifications are represented by Teamsters Union Local 696 for the purpose of meeting and conferring, processing and settlement of grievances, and discussion of conditions of employment with the Employer pursuant to the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321 *et seq.* The Kansas Department of Corrections – Juvenile Services has an effective working relationship with the Union. The Union will now provide you with information concerning the Memorandum of Agreement.”

The Employer agrees to provide the Union notice of the dates, times and location of the basic training schedule, including the specific time set aside for the Union presentation.

ARTICLE 4 MANAGEMENT RIGHTS

It is understood and agreed by the Employer and the Union that the Employer retains each and every right and privilege it ever had to manage and operate its facilities except insofar as it has, by this Memorandum, agreed to specific limitations thereon.

The exclusive rights of the Employer shall include its right to determine the existence or non-existence of facts; to establish or continue policies, practices and procedures for the conduct of the agency and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations, or to discontinue their performance by unit members; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Employer; to determine the facts of lack of work; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions within the public agency; to suspend, discharge or layoff employees for proper cause; to maintain the efficiency of governmental operations; to determine employee qualifications; to take action as may be necessary to carry out the mission of the agency in emergencies; to determine the methods, means and personnel by which operations are to be carried on; to develop reasonable Rules and Regulations for the agency not in conflict with this Memorandum; and all other prerogatives and responsibilities normally inherent in management of the State or the Employer that are not in conflict with the specific provisions of this Memorandum.

Nothing in the Memorandum of Agreement shall extend to matters that relate to:

1. Any subject preempted by federal or state law;
2. Public employee rights defined in K.S.A. 75-4324;
3. Public employer rights defined in K.S.A. 75-4326; or
4. The authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance, or special act to conduct and grade merit

examinations, and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive division of the classified service of the public employer served by such civil service commission or personnel board.

The Union recognizes the Employer's right to establish work rules. The Employer agrees to meet with and advise the Union of work rules prior to implementation.

ARTICLE 5

DISCIPLINE AND INVESTIGATORY INTERVIEWS

Section 1. All disciplinary actions shall be administered in accordance with applicable statutes and regulations, and the employee's sole recourse on suspensions, demotions and dismissals shall be in accordance with the Kansas Civil Service Act, K.S.A. 75-2925 *et seq.*, and amendments thereto.

Section 2. This Article does not include meetings or discussion between an employee and his or her supervisor for the purpose of instruction or performance feedback, and an employee shall not be permitted to request or receive steward representation in such situations.

Section 3. In a situation where the possibility of proposing discipline is indicated, the Employer may conduct an investigation to determine the existence, basis or facts surrounding the situation. The investigation, and any resulting discipline, shall be conducted and imposed in a manner that, to the extent reasonably possible, preserves the employee's privacy.

Section 4. If an employee is called to an investigative interview and it is believed that the employee is a witness only, the employee shall not be entitled to a steward until such time as the Employer or employee determines it reasonably appears that the employee may be subject to formal discipline involving suspension, demotion or dismissal.

Section 5.

A. When the Employer or employee reasonably believes that an investigation may result in formal discipline involving suspension, demotion or dismissal, the employee under investigation may request the presence of a steward during an investigative interview with that employee. The Employer shall advise the employee that the allegations forming the basis or reason for the interview, if proven, may result in a formal disciplinary action. An interview that may result in instruction or performance feedback, written warning or reprimand shall not entitle an employee to have a steward present for the interview.

B. The Employer may deny an employee's request for steward representation during an investigatory interview on the basis that it does not reasonably appear the employee being interviewed will be subject to formal discipline involving suspension, demotion or dismissal. In the event the investigation uncovers additional information or evidence that reasonably suggests to the Employer that the employee will be subject to formal discipline involving suspension, demotion or dismissal, the Employer agrees to re-interview the employee, and permit the employee to request the presence of a steward during the investigative interview with the employee.

Section 6. If the Employer advises the employee that the investigation may result in a suspension, demotion or dismissal, and if so requested by the employee, the interview shall be recessed to allow the employee a reasonable opportunity to secure a steward of his or her choice, provided that such a recess, in the opinion of the Employer, will not endanger the results of the investigation. In no event shall the recess be more than eight (8) hours. The Employer retains the right to immediately place an employee on leave with pay pending completion of the investigation.

Section 7. This Article shall not entitle a member of the unit who is the subject of the same investigation to be present at an investigative interview with or for another employee, as a steward or otherwise.

Section 8. The presence of a steward during the interview shall be governed by the following:

- A. The normal operations of the Employer shall not be interrupted by a steward's attendance at an investigative interview. Attendance of the steward shall not interfere with the legitimate needs of the Employer to maintain the operational integrity of the facility.
- B. An off duty steward shall not be compensated in overtime or compensatory time for time spent attending an investigative interview.
- C. An employee serving as a steward who is a witness regarding the subject of the investigation shall be disqualified from serving as an employee's steward during the investigation.

Section 9.

- A. The parties agree that investigations will be conducted in a professional and fact-based manner.
- B. In interviews where stewards are permitted to be present under the terms of this Article, the Employer's assigned investigator(s) shall be permitted to conduct the interview with the employee without interruption or interference from the steward. Following the conclusion of the investigator's questions, the steward may take the opportunity to assist the employee in clarifying the employee's responses. Once the steward has finished, the investigator shall be permitted to ask follow up questions of the employee and conclude the interview.
- C. Stewards shall not be permitted to use the interview as an opportunity to argue for the defense of the employee being interviewed, or to present evidence and/or a rationale for any position on the reduction of any discipline contemplated by the appointing authority.
- D. In accordance with the requirements of the Kansas Civil Service Act, K.S.A. 75-2925 *et seq.*, and amendments thereto, the parties agree that the employee will be provided with written notice of any proposed formal disciplinary action involving suspension, demotion or dismissal, and given an "opportunity to appear" before the appointing authority prior to the time that a final decision is made by the appointing authority on the final disciplinary action. An employee may request steward representation in advance of the "opportunity to appear" meeting with the

appointing authority. During the “opportunity to appear” meeting with the superintendent, the employee and/or the steward may present supporting arguments on the employee’s behalf, including arguments in favor of the reduction of any proposed formal discipline involving suspension, demotion or dismissal, as well as offering information or arguments in mitigation of the proposed formal discipline.

Section 10. Any steward present during the investigative interview shall maintain confidentiality with respect to the matters involved in the investigation, and shall not discuss those matters with anyone other than the employee involved or the employee’s licensed Business Agent.

Section 11. All employees of the unit have an obligation to cooperate fully in any investigation and to provide truthful and complete information regarding their actions as an employee and compliance with employee rules of conduct and agency/facility policies.

Section 12. The parties agree that where the word “steward” is used in this Article, it shall also include a Licensed Business Agent, and/or other Union representative selected by the steward or Licensed Business Agent.

ARTICLE 6 SENIORITY

Section 1.

A. For Juvenile Corrections Officers 1 (JCO1) employed at a juvenile correctional facility on March 9, 2008, seniority shall be defined to mean the total time worked as a Juvenile Corrections Officer or any predecessor classification leading to the Juvenile Corrections Officer classifications, excluding temporary or emergency appointments. JCO employed on March 9, 2008, shall retain their existing seniority status except as otherwise provided by this Article. JCO1’s employed on March 9, 2008, shall retain all seniority regardless of the calculation method.

B. For Juvenile Corrections Officers 1 hired on or after March 9, 2008, seniority shall be defined as the time worked as a JCO1 only from that date forward. For JCO1 hired or rehired on or after March 9, 2008, any work as a Juvenile Corrections Officer 1 or any predecessor classification leading to the JCO1 classifications shall not be counted for the purposes of determining the total amount of seniority. Consistent with Article 2, Section 2, and Article 6, Section 1.C., a probationary employee will be awarded one (1) seniority service point for each month of his/her probation only upon completion of the probationary period and becoming a permanent employee. The final probationary seniority service point will be awarded on the last day of the month the employee achieves permanent status.

C. On and after the effective date of this Memorandum of Agreement, June 27, 2010, the seniority score shall be calculated by adding one (1) point to the employee’s existing total seniority score for each month of service as a JCO1. For the purposes of this section only, a month of service shall be awarded if the employee was in pay status for any part of the month. The Employer will award the seniority service point effective the last day of the month. The seniority list will be updated as necessary during the first week of the following month to show the seniority score effective the last day of the previous month.

D. For the purposes of this Article a “seniority service point” shall mean the point added to each bargaining unit member’s seniority score effective the last day of each month the employee was in pay status for any part of the month.

E. For the purposes of this Article “seniority score” shall mean the total accumulation of seniority regardless of calculation method.

F. Moving forward, Corrections Officer 1 or Corrections Officers 2 wishing to transfer from an adult correctional facility within the Kansas Department of Corrections to a Juvenile Corrections Officer 1 position, and who are in good standing, will receive one half (1/2) point for each month of service with the Kansas Department of Corrections. Total seniority service points will be added on the last day of the month after their transfer is finalized.

Section 2. Time spent on military leave, or on leave while receiving workers compensation benefits for disability attributable to state employment shall be considered to be time worked for purposes of computing seniority.

Section 3. An employee’s seniority 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. Seniority accumulation shall resume when the employee properly returns to permanent employment at the end of such leave.

Section 4. If it becomes necessary to break a tie in seniority between two (2) or more employees within a facility, the Employer shall break the tie by using the employees start date then the last four (4) digits of the affected employees’ Social Security Numbers. The highest number shall be considered the senior number and given priority in determining seniority until the tie(s) is broken.

Section 5. The parties agree that the Employer will maintain a separate seniority listing for any permanent part-time benefits eligible members of the bargaining unit. Employees on the part-time seniority list may bid for assignments as described in Article 7 by seniority, but shall do so only after all other full time bargaining unit employees have had the opportunity to bid by seniority. Employees on the part-time employee seniority list shall only receive a half point or credit when determining seniority rankings. The Employer agrees that no other permanent part-time bargaining unit employees will be hired without consultation with the Union.

Section 6. Employees transferring between Kansas Department of Corrections Juvenile Services facilities and/or departments shall keep all seniority that has been accrued as provided by this MOA. Transferring employees shall be placed in a vacant post until the next round of post bidding except as otherwise provided by this Memorandum of Agreement. At the next round of post bidding, the transferring employee shall be ranked on the seniority list in keeping with his/her accrued seniority.

Section 7. Employees transferring out of the bargaining unit to another job with the Department of Corrections – Juvenile Services shall retain all seniority accrued prior to transfer for bidding purposes if they return to the bargaining unit.

Section 8. Employees who leave the bargaining unit and DOC Juvenile Services and return within one year or less will retain all seniority accrued prior to them leaving.

ARTICLE 7 JOB PREFERENCES

Section 1. Definitions.

A. **Proficiency Testing Post:** A specialized, specific job or duty assignment that requires successful completion of additional Employer offered training, competency training, and/or proficiency testing.

B. **Experienced Employee:** An employee with one (1) year of experience who has successfully completed probation and all mandatory training.

Section 2. Assignments.

A. The Employer will recognize employees' preferences based on seniority for assignments using the process outlined in this Article.

B. On or before March 1 of each year, the Employer will notify Teamsters Local 696 of any changes to the previous year's Master Roster. On or before April 1 of each year, the Employer will post a Master Roster listing of all available assignments. The employer agrees to attempt to post the supervisor bid placement prior to the posting of the master roster. Starting May 1 of each year, each bargaining unit member may submit, in writing, up to five (5) preferences for that rotation period. Using the current JCOI seniority listing, the Employer will consider the employee's expressed preferences and assign employees to an assignment for that rotation period. If none of an employee's expressed preferences are available, the Employer will notify the employee and a Union steward, in writing via email and the employee will then choose, in writing, from the remaining available assignments. This process will be followed until the Employer has made assignments for all employees. No employee will be permitted to work more than 12 consecutive months in the same assignment. Effective dates for change of assignments will be the beginning of the pay period closest to August 1 of each year. During post selection, the top 25% of employees based on seniority shall submit their post bids in the first seven (7) calendar days of the post selection period. During the next seven (7) calendar days of the post selection period, the next 25% of employees based on seniority shall submit their post bids. During the third seven (7) calendar day period, the next 25% of employees based on seniority shall submit their post bids. During the final seven (7) calendar day period, the remaining 25% of employees based on seniority shall submit their post bids. Post preference forms that are submitted after the prescribed deadline(s) will be processed at the end of the bidding process by date and time submitted, earliest to latest, before posts are allocated to employees who did not submit a post preference.

C. In the event that an employee is on vacation or is expected to be away from the facility for any reason during the process outlined in Article 7, Section 2.B., the employee shall provide the Employer with his or her preference for assignments prior to leaving the facility. The Employer shall make every reasonable effort to contact any absent employee to solicit the employee's preference, including recruitment of the Union to assist with contact efforts.

D. In the event all reasonable efforts to make contact with any employee fail, the Employer shall pass by the employee in question, and continue on to the next employee on the seniority list until the preference bid process is completed.

E. After completion of this process, the Employer shall make a final determination about the proper assignment of any employees who could not be contacted in any remaining available assignments on the Master Roster.

F. In the event the Employer determines, while completing the Master Roster, that an employee(s) must be moved to meet facility operational needs, including the need for a reasonable balance of experienced employees on each shift, to safeguard against the regular assignment of the same employees to the same work areas, or to eliminate the potential for conflict of interest or compromise of managerial or supervisory responsibility, the Employer shall contact the facility Union steward for assistance in seeking volunteers to move to another shift/days off and/or post. Where there are no volunteers, or an insufficient number of volunteers to meet the identified need, the Employer shall be permitted to move employees to another shift/days off and/or post despite the employee's expressed preference, until facility operational needs, including a reasonable balance of experienced officers, to safeguard against the regular assignment of the same employees to the same work areas, or to eliminate the potential for conflict of interest or compromise of managerial or supervisory responsibility, are met. When operational needs require reassignment the least senior qualified employee shall be reassigned. In extenuating circumstances where the Employer is unable to move the least senior qualified employee, the reassignment will move to the next least senior qualified employee. This process shall continue until facility needs have been met.

G. The Employer shall be responsible for finalizing and posting the Master Roster containing the assignments by June 1.

H. The Employer shall be responsible for making a final determination concerning assignments and days off.

I. Unit relief staff shall have priority to work for core staff on regular time off and approved pre-scheduled absence, except in situations of post swapping pursuant to Article 8 Section 2, paragraph 6.

Section 3. Proficiency Testing Posts.

A. The Employer will recognize employees' preferences based on seniority for assignment to a Proficiency Testing Post using the process outlined in the Article.

B. The Employer will offer proficiency training and testing at least one (1) time per calendar year to members of the bargaining unit.

C. The following post is a Proficiency Testing Post: Control Center. The Superintendent may identify additional Proficiency Testing Posts, subject to the final approval of the Deputy Secretary of Juvenile Services. The Employer agrees to notify the Union of any additional Proficiency Testing Posts approved following implementation of this Agreement. Posts that require employees to undergo additional on-the-job training before being assigned to the post, with no other prerequisites, will be designated as Certified Posts. These posts are currently: Main Entry Control, Front Administration Desk, North Gate, Transportation, Hospital Officer and Industries Officer(s).

D. The names of employees who have successfully completed the Employer offered proficiency training and testing or certification will go into a pool of qualified individuals. The list of employees who have completed training, and the list of those who have requested training, will be provided by the Employer and updated monthly. Openings in Proficiency Testing and Certified Posts will be filled on the basis of seniority among those who successfully completed the additional Employer offered training, competency and/or proficiency testing.

E. Employee preferences for assignments in Proficiency Testing Posts will be considered using the process outlined in Section 2 of this Article.

F. Employees in Proficiency Testing Posts shall be subject to rotation in August of each year using the process outlined in Section 2 of this Article.

G. If no employee expresses a preference for a Proficiency Testing Post, the Employer shall be responsible for making a final determination concerning post assignments in such posts.

H. Restrictive Housing post shall have adequate staffing.

I. Being specialty post trained shall not be the exclusive reason for being forced for involuntary overtime out of order. In situations where other qualified specialty post trained staff are on shift the least senior certified officer shall be reassigned to mitigate the accrual of overtime on any given shift.

Section 4. Reassignment.

If the need for reassignment occurs the employer will first seek volunteers. If there are no volunteers, the employer will reassign from the bottom of the seniority list. An employee who is reassigned other than by request of the employee to a different shift or post assignment for non-disciplinary reasons shall be afforded the opportunity to return to his or her preferred shift or post assignment when the situation warrants. Seniority shall be the determining factor in the priority of return to a shift or post assignment and will have precedence over normal preference requests, except in cases of staff/offender nepotism, proficiency or pending investigation, or other operational needs after notification and discussion between the union and management.

When a multiple staffed post is collapsed to one post the core officers shall alternate from day to day.

Section 5. Filling Vacant Positions

Consistent with operational needs and budgetary requirements, and in an effort to reduce any burden on employees from unfilled positions, the Employer shall endeavor to fill open positions for Juvenile Corrections Officers and Juvenile Corrections Specialist as soon as possible.

“True Vacancy” post openings that is those resulting from resignation, retirement, termination or promotion, shall be filled by posting the opening within fourteen (14) calendar days by emailing or otherwise notifying unit members of the post opening and the deadline to respond, if interested. Once the deadline to respond expires, the post opening will be filled with the most senior applicant. The resulting vacancy will be filled by the same method. No further vacancies shall be filled by this method following the third post being filled. Selected employees shall not be eligible to fill another vacant post via this method until the next annual bid process. The parties agree that this process shall not be utilized to fill any vacancy occurring from the time the annual bid process begins when the Master Roster is posted, on or before April 1, until the annual bid process ends when bid selections become effective on the beginning of the pay period closest to August 1.

ARTICLE 8 HOURS OF WORK AND OVERTIME

Section 1. The workweek shall be from Sunday through Saturday. The workweek shall start at 12.01 a.m. Sunday. To ensure that Night Shift officers receive the same protection regarding the involuntary holdover list as the other two shifts, the cumulative total of involuntary holdover hours for Night Shift officers shall not reset until 10:00 p.m. on Sunday. Night Shift officers who have reached the maximum amount of involuntary holdover hours by the beginning of shift on Saturday shall not be susceptible to involuntary holds on Sunday morning except during emergency situations pursuant to Article 8 Section 5 of this agreement. Hours of work shall be reasonable so as to meet the needs of the Employer.

Section 2. All hours actually worked over forty (40) in a workweek will be compensated in accordance with K.A.R. 1-5-24, Overtime, K.A.R. 1-2-25, Compensatory time, and K.A.R. 1-2-25a, Holiday compensatory time, and amendments thereto. The Employer will allow a maximum of forty (40) total hours compensatory time per year by authority granted pursuant to K.A.R. 1-5-24 (e)(2)

Employees are limited to forty (40) hours of overtime in a work week, Sunday through Saturday. Once an employee has worked twenty (20) hours of overtime they shall not be eligible for additional forced overtime. Employees may, with the approval of the Employer, elect to accrue compensatory time in lieu of monetary payment in accordance with applicable laws, policies and regulations. An updated compensatory time accrual balance shall appear on the paycheck/advice summary when the employee would have otherwise been paid for the overtime worked.

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.

If conditions allow, the Employer may give employees time off on an hour-for-hour basis in the workweek or work period in which the additional time is worked in order to avoid the accrual of compensatory time or the payment of overtime in accordance with K.A.R. 1-5-24, Overtime, and amendments thereto.

The Union agrees that for employees requesting vacation, sick, or shared leave, or the use of accumulated holiday time, if the number of hours worked during the week in which such leave is requested exceeds the hours of work regularly scheduled, the number of leave hours requested may be reduced equivalent to the additional hours worked.

Employees who have been denied leave on a particular date, when properly requested shall have the opportunity to switch shifts with another employee of the same grade. This switch must be within the same week (Sunday through Saturday) and the Command Staff Group must receive an email from both parties confirming the switch prior to the switch occurring. The switch will provisionally be on a post-for-post basis unless that action is prohibited due to the qualification of the participants or infringement on Article 7, Sections 2 and 2 4 of this agreement. The switch will not be considered approved until a member of the Command Staff Group responds, stating that approval has been granted, and the rosters have been updated. Upon approval, the swapped posts become a part of the employee's assigned schedule, and subject thereto, to all pertinent rules and regulations.

Section 3. When workload and facility operational needs permit, employees shall be granted breaks of fifteen (15) minutes within each four (4) hours worked. Breaks shall not exceed fifteen (15) minutes per each four (4) hours worked, nor can they be accumulated to be taken at the end of the day/week or at the beginning of the day/week. In the event the employee is scheduled to work overtime, the employee may be given a break at the commencement of the overtime as permitted by workload and facility operational needs. Employees required to work overtime will be entitled to eight (8) hours off prior to their next regularly scheduled shift.

Fifteen, (15) minute breaks begin at the time the employee is relieved for their break and ends when they return from their break.

Section 4. The superintendent may authorize the assignment of employees with temporary medical conditions or impairments to temporary limited duty assignments if there is adequate work available within the employee's position and within the scope of medically imposed work limitations or restrictions, that work constitutes a limited duty assignment. Temporary limited duty assignments shall be determined on a case-by-case basis with emphasis on the individual needs and abilities of the employee. The appointing authority shall require the request be made in writing and may request additional information regarding the employee's condition, to include a written statement from health care provider as to whether the employee is unable to perform his or her permanent position essential functions; and a written statement from health care provider as to whether the employee is able to perform the essential functions of the temporary limited duty

assignment to which the appointing authority may choose to assign the employee. All employees assigned to temporary limited duty assignments shall be required to carry out the full essential functions of the limited duty in the event of an emergency if specifically ordered by the superintendent or designee to do so. The superintendent is solely responsible for determining temporary limited duty assignments.

An employee granted a temporary limited duty work assignment may be assigned to any shift where work is available to permit the employee to satisfactorily carry out the requirements of his or her position.

As used in this section, a temporary limited duty work assignment is one that lasts no longer than nine (9) months and that permits an employee with a temporary medically imposed work limitation or restriction to perform available duties that afford a low probability of strenuous, repetitive, or potentially harmful activities that could aggravate the injury, impairment, or condition. (An employee placed on a temporary limited duty assignment would still be required to satisfactorily carry out the requirements of his or her position, including responding in the event of an emergency, if ordered to do so by the appointing authority or emergency coordinator, despite the medically imposed work limitations or restrictions.)

An employee receiving workers compensation and/or participating in the State of Kansas Return to Work Program will be given precedence for available temporary limited duty work assignments over an employee who sustains an off the job injury.

Section 5. All employees shall be placed on the holdover list. The finalized holdover list shall be published daily for each shift. Any employee who desires voluntary overtime shall submit a request to the Shift Supervisor/scheduling software stating their desire for overtime. If officers signed up as being available to work both or either half of a shift and they decline the whole eight (8) they are still on the list for the second (2nd) half when the eight (8) hour list has been exhausted. Any employee who works in a specialty post as defined in Article VII of this Agreement may volunteer for the voluntary overtime list and vice versa, as long as the employee is qualified for the available work. Employees will be notified of mandatory daily overtime assignments as soon as the need for overtime becomes known.

Employees shall also be able to sign up for potential overtime for each shift on a list maintained by the Employer. The most senior employee on the voluntary list who has requested the overtime shall be offered. The Shift Manager shall make personal contact with the employee in order to count as an acceptance of voluntary overtime. If new overtime opportunities develop the Shift Supervisor will offer the new spot to those officers who had previously declined and requested a call back, not to exceed one additional call. If an officer is offered and accepts a voluntary overtime post, the officer may not then change to a subsequent overtime post in the event that one becomes available.

In the event that there are no employees who voluntarily accept the overtime assignment, the next employee on the holdover list will be assigned to work overtime. Upon being notified of an involuntary eight (8) hour holdover, the selected employee shall not be eligible to then volunteer

for a first or second half of the relevant shift unless they have located another qualified employee who is willing to work the mandatory overtime post in his or her place.

Once an employee has worked at least thirty minutes of additional time beyond or before their regularly scheduled eight (8) hour shift the employee's name shall be moved to the bottom of the rotation of names on the holdover list according to their seniority. Overtime accrued for a voluntary meeting or training shall be paid but the employee shall not be dropped on the holdover list. Meetings of Union representatives with Management addressing legitimate business activities directly involved in representing bargaining unit members, will afford the steward to be dropped on the holdover list after submission of the appropriate overtime request. The employee will be moved to the bottom of the of the holdover list on the calendar date the actual shift began. No employee will be assigned additional involuntary hours or ordered to work overtime when additional hours or overtime hours will prevent the employee from receiving at least eight (8) hours off prior to their next regularly scheduled shift. Except during emergency situations, as determined by the Employer, that threaten the continued operations of the facility, no employee will be involuntarily mandated to work more than 12 hours in a 24 hour period unless the employer has exhausted all reasonable attempts to contact a volunteer for the overtime period required. The Shift Supervisor shall document all attempts to secure staffing for the shift requiring overtime.

Employees who do not submit a proper request for overtime, on the shift the overtime was worked, will not get dropped on the holdover list. The employee will still be credited and paid for time worked.

An employee who has been ordered to work involuntary overtime may locate another employee who is willing to work overtime in his or her place, as long as the other employee is not restricted from overtime for another reason. The employee finding their own relief shall immediately inform the Shift supervisor of the identity of the relieving staff and at what time they will be relieved. The relieving employee shall inform the Shift Supervisor of their arrival prior to relieving the employee. The employee who actually works the overtime shall be credited with the involuntary overtime assignment. In the event an employee is held onto a full shift, and as workload and facility operational needs permit, the employer must offer the employee a thirty (30) minute break.

Employees who have volunteered to work overtime are not authorized to find their own relief and are expected to fulfill the overtime commitment. If an employee has volunteered to work the first part of a shift and their relief does not report for duty, the volunteering employee will be considered involuntary and may then seek another employee to fill their post. The replacement employee shall be able to work overtime per policy and have no restrictions. At the same time, the shift supervisor will make attempts to secure relief for the employee using the prescribed process of this MOA.

In the event of a facility emergency, the Employer may require any or all of the employees to remain on duty and/or may require employees to report to the facility, regardless of overtime restrictions.

Section 6. The Employer agrees to prepare and post a daily roster three (3) days prior to the effective date of any identified overtime so that employees who wish to volunteer may do so. Changes to the roster after posting will be made only for unscheduled absences or similar reasons.

Section 7. The Employer agrees to grant necessary and reasonable time off without pay for up to thirty (30) days for official Union business, provided reasonable prior notice of fourteen (14) days is given to the Employer by the Union so as to permit the Employer to make scheduling changes necessary to meet facility operational needs.

Section 8. Employees will receive one (1) "holdover pardon" for every two (2) consecutive pay periods of perfect attendance while discharging JCOI duties that prevents the employee from being required to work overtime on one (1) occasion. For the purpose of this MOA, Perfect Attendance is defined as, Attendance that is free from documented incidences of tardiness, unscheduled leave, including unscheduled leave during a shift, unauthorized call-in's, cancellations of working scheduled overtime less than one (1) hour before the beginning of the scheduled shift, and unapproved leave without pay. Properly scheduled and approved vacation leave, compensatory time, military leave, leave for jury duty, funeral leave, pre-scheduled and approved sick leave, approved leave without pay and the Discretionary Day will not count against perfect attendance during the pay period. Employees shall use any "holdover pardon" within one (1) year of issuance. Employees who use a "holdover pardon" shall stay at the top of the involuntary overtime list. The Employer shall not be required to honor a "holdover pardon" during a facility emergency or in order to meet staffing needs.

If an employee has an appointment after their regularly scheduled shift that may preclude mandatory overtime, and they have a holdover pardon available, the employee is expected to submit that pardon according to the prescribed procedure in order to be excused from mandatory overtime. If that employee would have been involuntarily held, the pardon will be forfeited. If that employee would not have been involuntarily held, the pardon is retained. Management may require proof of the appointment in the event that the appointment alone is held up as the reason the employee cannot be held over. If an employee returns to fulfill involuntary overtime after said appointment, with 50% or more of the holdover shift remaining, their pardon will be returned.

In order to implement this subsection, the Employer agrees to establish an overtime list. The employee with the least amount of seniority shall be at the top of the overtime list and subject to being called first for involuntary overtime. Employees under this subsection will be selected for overtime as needed in ascending order based on seniority.

During an event where there is more than one occasion of overtime for a specific shift, the shift supervisor will fill the second and subsequent occurrences beginning with the next employee on the overtime list after the last employee held.

Once the shift supervisor has reached the bottom of the overtime list and the need for overtime still exists, the shift supervisor will start back at the top of the overtime list and involuntarily hold the employee for overtime. The "holdover pardon" that was used during the first attempt of

securing overtime shall be returned to the employee and the employee will be moved to the bottom of the overtime list.

ARTICLE 9 HOLIDAYS and DISCRETIONARY DAY

Section 1. The parties agree that Holiday leave and discretionary day shall be granted and compensated in accordance with the provisions of K.A.R. 1-9-2, Holidays, and amendments thereto.

Section 2. Employees will be able to use their discretionary day with at least two (2) week's notice so long as operational needs allow. Only one (1) discretionary day per shift per day may be approved without regard for the impact on overtime. Any subsequent requests for a discretionary day on the same shift will be measured against shift coverage.

ARTICLE 10 VACATION

Section 1. The parties agree each regular employee shall be entitled to vacation with pay. Vacation leave shall be earned, credited, and accumulated pursuant to K.A.R. 1-9-4, Vacations, and amendments thereto.

Section 2. Employees may submit for seniority based vacation (SBV) two (2) times a year as follows: from November 1 through November 30, for the period covering February 1 through the end of the rotation period; and from June 1 through June 30, for the time period covering the beginning of the rotation period through January 31. Employees may request up to fifteen (15) days total leave during each SBV submission period, only in eight (8) hour blocks of time which may be taken:

- (a) Consecutively, or in any combination of consecutive or single days up to the total allotment.
- (b) Administrative Captain/Administrative Lieutenant will email all staff a notice at least seven (7) calendar days prior to commencement of SBV process.

Employees may request up to fifteen (15) Secondary Dates, submitted in order of preference. Employees may not submit more Secondary Dates, than submitted Master Dates. Any Secondary Dates submitted that exceed the amount of Master Dates will be void starting from the lowest preference to first preference. Secondary Dates must be submitted with the Master Date submissions. If no Secondary Dates are submitted at the time of the employee's Master Date processing, only the Master Dates will be considered.

During vacation selection, the top 25% of employees based on seniority shall select their vacations in the first seven (7) calendar days of the vacation selection period. During the next seven (7) calendar days of the vacation selection period, the next 25% of employees based on seniority shall select their vacations. During third seven (7) calendar day period, the next 25% of employees based

on seniority shall select their vacations. During the final seven (7) calendar day period, the remaining 25% of employees based on seniority shall select their vacations.

All SBV requests submitted within the established 25% rule outlined above will be approved in order of seniority. SBV bids that are submitted after the prescribed deadline(s) will be processed at the end of the bidding process, after all valid bids have been processed by date and time submitted earliest to latest. All approved SBV will then be placed on the Master Roster for posting on December 15 and July 15 of each year. In approving vacation requests, the Employer shall ensure that facility operational needs can still be met, despite the approved absence of employees on vacation leave.

Employees shall have accumulated leave time to cover any leave requested at the time the leave is taken or the leave shall be denied. It shall be the responsibility of the employee to ensure they have accumulated appropriate leave time prior to taking leave. Management reserves the right to cancel SBV or other scheduled leave in the event the employee does not have the accrued leave hours to service the request.

Section 3. Employees failing to meet the deadlines set forth in this Article shall utilize the established agency leave policy, and the Employer may authorize leave or use of accrued compensatory time on a first come, first served basis pursuant to policies, facility orders, and procedures promulgated by the Employer. The Employer shall respond to the request within fourteen (14) calendar days of receipt. Employees that change shifts during vacation periods by action of the Employer shall not lose their vacation selections.

Section 4. The Employer will not hold over an employee the shift immediately prior to an employee's pre-scheduled approved vacation time, to include regular days off immediately prior to vacation leave.

Section 5. The Employer will not hold over a first shift employee the shift immediately prior to scheduled Military Leave. Second shift employees who do not wish to work the shift immediately prior to scheduled Military Leave will need to use personal leave or reschedule their shift to retain hours. Third shift employees are not affected as they will have more than eight (8) hours respite after a holdover before being required to be available for Military Leave.

ARTICLE 11 WAGES

Section 1. The Employer shall pay all employees in accordance with the approved State of Kansas Civil Service pay plan. The administration of the plan shall be in accordance with appropriate Kansas Civil Service rules and regulations, applicable statutes, executive directives of the Governor, and policies established through the statutory authority by the Secretary of Administration and the Director of the Office of Personnel Services or other authorized governmental entity.

Section 2. The Employer agrees to seek compensation parity for Juvenile Corrections Officer 1's with comparable Corrections Officer job classifications, provided such parity is not

inconsistent with market data obtained through approved salary surveys. Any increases will be provided in a manner approved by the committee designated to oversee state employee compensation.

Section 3. In addition to the pay increases proposed above, any cost of living or pay matrix adjustments authorized by the Legislature for all classified employees will also be provided to members of the bargaining unit.

Section 4. The actual percent of increase may be modified to remain consistent with the Civil Service Pay Matrix as established by the Secretary of Administration and the Director of the Office of Personnel Services.

Section 5. On or before March 1 of each year the employer will notify Teamsters Local 696 of units designated to receive Restrictive Housing pay. Any officer assigned to a post designated by management is authorized receive Restrictive Housing pay for assigned hours worked on that post. Officers assigned to work a suicide precaution post in one of these units shall not be authorized to receive Restrictive Housing pay. Should any changes to designated units occur after March 1 the employer and Union shall meet and confer at the next scheduled labor management meeting.

Subject to legislative appropriations, the following Kansas Department of Corrections employees will receive additional pay of one dollar (\$1.00) per hour for all hours worked: SORT members to include assigned Logistics Team and Crisis Resolution Team members; officers assigned to work Restrictive Housing units; and officers who have and demonstrate bilingual proficiency and utilizes those language skills in their role.

ARTICLE 12 JURY DUTY

Section 1. Each employee in the unit who is a permanent employee or a probationary employee in a permanent position in the classified services shall be granted leave with pay for jury duty or to comply with a subpoena in accordance with K.A.R. 1-9-8 and amendments thereto.

Section 2. Each employee granted leave under this section that receives pay or fees for a required appearance, excluding jury duty, shall turn over to the state the pay or fees in excess of \$50.00. The employee may retain any amount paid to the employee for expenses in traveling to and from the place of the jury duty or required appearance except as otherwise provided in K.A.R. 1-9-8(c) and amendments thereto.

Section 3. An employee in the unit shall not be entitled to a leave of absence with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action to which the employee is a party.

Section 4. The Employer or proper designee shall have the discretion to determine whether to grant leave with pay to any employee in the unit for an appearance before a court, a legislative

committee or other public body, if the Employer considers the granting of leave with pay to be in the best interest of the state.

ARTICLE 13 HEALTH INSURANCE

The Union and the Employer agree that unit employees may participate in the State of Kansas Group Health Plan for health insurance coverage. It is further agreed that the Employer shall pay that portion of the employee's premium as specified by the State Health Care Commission.

ARTICLE 14 SAFETY

Section 1. While it is recognized that there are certain hazards associated with working as a Juvenile Corrections Officer I, the parties agree that the health and safety of employees is a mutual concern. To assist in providing a safe working environment, the Employer will:

- a. Maintain safe working conditions in accordance with applicable state law;
 - b. Furnish necessary mechanical safeguards and protective equipment;
 - c. Maintain an active safety program;
 - d. Maintain a training program that includes instruction in safe operating procedures;
- and
- e. Require that all unit employees observe established safety regulations and practices and properly use the safety equipment provided.

Section 2. All employees of the unit shall be alert to any unsafe conditions, and shall report such conditions up through their chain of command. All employees of the unit shall follow the procedures provided, or as directed, necessary for their protection.

Section 3. All employees of the unit shall report any work-related property damage and personal injuries to the Employer.

Section 4. Within the bounds of sound correctional management, the Employer shall take reasonable measures to protect unit members against unreasonable exposure to hazardous conditions. The facility superintendent shall make the final determination as to whether any conditions or situations constitute unreasonable exposure to hazardous conditions.

Section 5. The Employer agrees to provide all uniform components, including footwear.

ARTICLE 15 GRIEVANCES

Section 1. The grievance procedures established by this Article shall be used to resolve disputes arising over the interpretation of this Memorandum of Agreement.

Section 2. Nothing in this Article or elsewhere in this Agreement shall apply to matters of suspension, demotion, dismissal, or employee performance evaluations, which have established separate appeal procedures for those actions.

Section 3. The grievance procedures established by this Article shall apply to all employees in the bargaining unit filing a grievance alleging a violation of the Memorandum of Agreement. Time limits set forth in the procedure are exclusive of Saturdays, Sundays, and holidays (or days when the employee is regularly off in lieu of Saturday and Sunday). Employees shall have a union steward or representative present to represent them at any step of the grievance procedure if the employee so desires. If the employee chooses not to be represented, the employee shall notify the Union of his or her decision. The employee's waiver of union representation during the grievance procedure shall be in writing and a copy of the waiver sent to the local union or to the Employer as necessary. If an employee rescinds their waiver of representation, the Union shall promptly notify the Employer the waiver has been rescinded. In the event the employee waives the right to representation in the grievance, the Union's role in the grievance process will be as an observer, not an advocate for the employee, so as to assure the provisions of this Agreement are not violated. The parties agree that the Union shall participate in all grievance resolution proceedings as an interested party to the interpretation of the Memorandum of Agreement.

Section 4. The grievance process shall be as follows:

Step 1: An employee and his or her union steward or representative shall discuss his or her grievance with the employee's immediate supervisor within five (5) working days after its occurrence or the employee's knowledge of its occurrence. A grievance not presented within five (5) working days after its occurrence or the employee's knowledge of its occurrence shall be deemed null and void, and shall not require any further action on the part of the Employer. The employee's immediate supervisor shall attempt to resolve the matter and shall provide a written response to the employee within five (5) working days of the date the employee brought the grievance to the immediate supervisor's attention.

Step 2: If a grievance has been presented as required by this Article and is not resolved to the employee's satisfaction on Step 1, the grievance shall be reduced to writing on a grievance form and presented to the facility's human resources office for routing to the Major or designee within five (5) working days after the response from the immediate supervisor in Step 1 above. The Major or designee shall discuss the grievance with the employee and the union steward or representative and attempt to resolve the matter. The Major or designee shall respond in writing to the employee within five (5) working days after receipt of the grievance.

Step 3: If a grievance has been presented as required by this Article and is not resolved to the employee's satisfaction on Step 2, the grievance shall be presented to the facility's human

resources office for routing to the Superintendent or designee within five (5) working days after the response from the Major or designee in Step 2 above. The Superintendent or designee shall discuss the grievance with the employee and the union steward or representative and attempt to resolve the matter. The Superintendent or designee shall respond in writing to the employee within ten (10) working days after receipt of the grievance.

Step 4: If the employee wishes to appeal the grievance response presented by the Superintendent or designee, it shall be postmarked or hand-delivered to the Secretary or the Secretary's designated representative within five (5) working days after the response from the Superintendent or designee is received. The Secretary or the Secretary's designated representative shall discuss the grievance with the employee and the union steward or representative and attempt to resolve the grievance. The Secretary or the Secretary's designated representative will respond in writing within twenty (20) working days subsequent to the date the grievance was received.

Section 5. Failure of the Employer to respond to the employee's grievance within the time limits specified shall permit the employee to advance the grievance to the next step of the procedure. Extension of time limits at any step of the procedure may be allowed through mutual agreement of the parties.

Section 6. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time as the parties mutually agree. Discussion of a grievance occurring outside an employee's scheduled work hours shall not be compensable time unless the employee is specifically directed by the Employer to be present at a certain time.

Section 7. It is understood that nothing in this Article shall prevent an employee from utilizing other civil remedies upon completion of this procedure.

If any JCO position is proposed to be established in the unclassified service during the term of this contract the parties agree to meet and confer on this topic.

ARTICLE 16 FUNERAL OR DEATH LEAVE

Section 1. The parties agree that the superintendent shall grant funeral leave with pay to an employee in a regular position upon the death of a close relative. Such leave requests shall be made in writing where possible. Under no circumstances shall authorized funeral or death leave exceed six (6) working days per incident. The superintendent may give consideration to other leave requests to attend funerals.

Section 2. The superintendent shall approve or disapprove all requests for funeral or death leave, and the duration of approved requests. In determining whether to approve the leave and the duration of the, the superintendent shall consider:

- a. The employee's relationship to the deceased;
- b. The distance to be traveled and mode of transportation; and/or

- c. Other special circumstances that would justify the granting of additional days.

Section 3. The superintendent may require the employee to provide proof of relationship to the deceased if deemed necessary.

Section 4. An employee may combine funeral or death leave with other leave for a combined absence in excess of six (6) working days with the approval of the superintendent or designee.

Section 5. For the purposes of this Article, close relative means a spouse, child (including step, adoptive, and foster), parent (including step-parent), legal guardian (current or former), brother (including half and step-brother), sister (including half and step-sister), brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, parent or grandparent of spouse, and any person who filled the role of *de facto* parent with respect to the employee.

ARTICLE 17 SICK LEAVE

Section 1. The parties agree that each classified employee in a regular position shall be credited and accumulate sick leave pursuant to K.A.R. 1-9-5, Sick leave, and amendments thereto.

Section 2. Pre-planned sick leave shall be requested as soon as the employee knows of the need for such leave.

Section 3. An employee who will be absent from work due to the illness of the employee or of a member of the employee's family, shall notify the Shift Supervisor_or designee no later than one (1) hour before the beginning of the employee's scheduled work day.

Section 4. If the employee or the employee's family member is sick for more than three (3) consecutive days, the employee shall notify the Shift Supervisor_or designee of the employee's expected return date. The employee may be required by the Shift Supervisor_or designee to report in daily.

Section 5. If an employee is sick for more than three (3) consecutive days, the employee may be required by the supervisor to provide a release from an attending physician indicating the employee is able to return to work.

Section 6. It is the policy of the State for the Employer to take corrective and/or disciplinary action for unauthorized use of sick leave and/or misuse of sick leave.

An employee may be required to provide evidence necessary to establish that the employee is entitled to use sick leave under the circumstances of the request when:

1. An employee has a consistent pattern of maintaining a zero or near zero sick leave balance without documentation of the need for such relatively high utilization; or

2. When an employee has a unreasonable number of occurrences of undocumented sick leave within a given period; or
3. When an employee establishes a pattern of utilizing sick leave in conjunction with days off or holidays, or
4. When the Employer needs to determine whether Family Medical Leave Act obligations apply or are implicated; or
5. When the Employer has a reasonable basis to believe the employee is misusing sick leave. "Misuse" is requesting the use of sick leave for purposes other than authorized by this MOA or law or regulation.

Section 7. If an employee is relieved of duty pending a determination of whether he or she can perform the assigned duties because of illness or disability, the employee shall be required to use accumulated sick leave pursuant to the provisions of K.A.R. 1-9-5(f) and amendments thereto. If the employee has exhausted all accumulated leave and compensatory credits, the appointing authority may grant the employee leave without pay if the superintendent determines the leave is for the good of the service pursuant to K.A.R. 1-9-6, Leave without pay.

ARTICLE 18 NO STRIKE OR LOCKOUT

Section 1. The Union agrees that during the life of this Agreement, the Union shall not engage in a strike, as defined by K.S.A. 75-4322(r), against the Employer.

Section 2. The Employer agrees that during the life of this Agreement, the Employer shall not lockout, as defined in K.S.A. 75-4322(s), the Union as a result of a labor dispute.

ARTICLE 19 LABOR/MANAGEMENT MEETINGS

Section 1. The Employer and the Union agree to meet periodically in order to promote harmonious relations between the parties. The meetings shall be held at a mutually agreed time, date, and place. The meetings shall be conducted in a professional manner by all parties with all agenda items and discussions presented in good faith. The meetings shall be structured in a manner to be agreed upon by the Employer and the Union.

Section 2. The purpose of these meetings shall be to:

- a. Establish effective union/employer/employee relationships.
- b. Discuss the administration of the Agreement.
- c. Disseminate information of interest to the parties.
- d. Discuss other items as mutually agreed upon prior to the meeting.

Section 3. The parties agree that the superintendent of each facility may, from time to time, meet informally with union stewards or other union representatives to discuss such items as new initiatives, facility operations updates, or other matters outside the scope of this Agreement. Items discussed at such meetings that result in changes shall be presented in writing to both the Stewards and/or Employer Management as agreed to by both parties prior to the change becoming effective.

ARTICLE 20 MILITARY LEAVE

Section 1. The parties agree that military leave shall be governed in accordance with K.A.R. 1-9-7a, 1-9-7b, and 1-9-7c and any amendments thereto.

ARTICLE 21 UNION BULLETIN BOARDS

Section 1. The Employer agrees to provide one (1) bulletin board for the exclusive use of the Union at each work site covered by this Memorandum of Agreement for the posting of official Union notices.

Section 2. All Union notices shall be posted and initialed by the local Union President or designee and shall relate to the matters listed below:

- a. Union elections;
- b. Results of Union elections;
- c. Union meetings;
- d. Rulings on policies of the International Union or other Labor Organizations with which the Union is affiliated;
- e. Reports of Union standing committees;
- f. Union recreation and social affairs; and
- g. Official Union publications.

Section 3. All other notices will be approved and initialed by the superintendent or designee before the notices may be posted. In no case shall the superintendent or designee unreasonably deny such requests for posting material.

Section 4. Items posted in accordance with this Article shall not be political, partisan or defamatory in nature. All notices shall be in good taste and shall not contain anything that would reflect unfavorably upon any employee, any of the Employer's facilities or community partners, Juvenile Services, the Kansas Department of Corrections or the State of Kansas. The Union shall keep the designated bulletin board spaces in a neat and orderly manner and shall remove any obsolete material.

ARTICLE 22

INFORMATION PROVIDED TO UNION

Section 1. Upon request from the Union and not to exceed four (4) requests per calendar year, the Employer agrees to provide the Union with the following information concerning employees in the unit at no cost:

- a. Name and address;
- b. Classification;
- c. Seniority status;
- d. Date of hire with the state;
- e. Date of hire with the facility when hired as a Juvenile Corrections Officer; and
- f. The employee's facility.

Section 2. Upon request from the Union, the Employer agrees to annually provide a roster to the Union with the following information:

- a. Name;
- b. Rate of pay;
- c. The full social security number on dues paying bargaining unit members; and
- d. The last four digits of the social security number for non-dues paying bargaining unit members.

Section 3. The Union agrees to maintain the confidentiality of any employee information provided under this Article.

Section 4. In order to assist the Union in the formulation of its positions for meet and confer, the Employer agrees to provide reasonable access to relevant documents related to the particular issue under review. If the documents are not readily available in the form requested by the Union, the Employer shall be permitted to recover from the Union the reasonable costs incurred in compiling and making the documents available that require reproduction in excess of fifty (50) pages and/or three (3) hours of staff time to respond to the request for information.

ARTICLE 23

NON-DISCRIMINATION

Section 1. The parties agree that they each shall comply with applicable laws and regulations regarding discrimination against any Union member based on race, color, age, national origin, ancestry, sex, disability, military status, or political or religious affiliation except where specific age, sex or physical requirements constitute bona fide occupational qualifications expressly authorized and permitted by law.

Section 2. The Union recognizes its responsibility as a bargaining agent and agrees to fairly represent all employees in the unit.

ARTICLE 24 CLOSING CLAUSE

Section 1. The parties agree that this document shall represent the complete Agreement between the Employer and Teamsters Local 696.

Section 2. The parties acknowledge that during the meetings that resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 25 SAVINGS CLAUSE

Section 1. The parties agree that if a proper judicial authority or the Kansas Legislature declare any provision of this Agreement to be unlawful, unenforceable, or not in accordance with applicable statutes, the remainder of the other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2. The parties agree that if any provision is declared unlawful, unenforceable, or not in accordance with applicable statutes, they will engage in meet and confer to renegotiate such provision(s) in order to make them valid.

Section 3. Any provision of this Agreement that is based upon any valid federal or state law, or federal or state regulation, in whole or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently amended and changed.

ARTICLE 26 APPROVAL AND DURATION

This Memorandum of Agreement shall become effective on the first day of the payroll period following ratification by Teamsters Local 696 and 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 three (3) years. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred fifty (150) days nor more than one hundred eighty (180) 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 the specific language of the modifications desired, and meet and confer meetings shall begin not later than thirty (30) days prior to the expiration date. All articles and/or sections of this Agreement shall be considered to be continued during the meet and confer process if not noticed for modification during the meet and confer process, and shall be included in any successor Agreement.

ARTICLE 27 SUPPLEMENTAL MEET AND CONFER

Section 1. The parties agree to supplemental meet and confer concerning “conditions of employment,” as defined in K.S.A. 75-4322 (t) that are not addressed in this Memorandum of Agreement, or any other matter mutually agreed to by the parties.

Section 2. The party requesting supplemental meet and confer shall give thirty (30) days notice of the request, and it shall contain a statement of the Article (s) and topic(s) on which supplemental meet and confer is requested. The parties shall schedule supplemental meet and confer within (30) days of the receipt of the notice. Pending resolution of meet and confer, current practices shall be maintained if the matter is not covered by the MOA. If the matter is covered by the MOA, all articles or sections requested to modified shall remain in full force and effect until ratified and approved as required by Article 26, Approval and Duration.

IN WITNESS WHEREOF the parties hereto have set their hands on this 7TH
day of NOVEMBER, 2024.

For the State of Kansas:

For Teamsters Local 696:

Jeff Zmuda, Secretary Dept of Corrections 11-15-2024
Kansas Department of Corrections Date
Jeff Zmuda, Secretary Dept of Corrections

[Signature] 11-7-24
Teamsters Local 696 Date

[Signature] 11-15-2024
Kansas Department of Administration Date
Adam C Proffitt

PCD

