

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE STATE OF KANSAS
DEPARTMENT OF
WILDLIFE AND PARKS**

AND

**FRATERNAL ORDER OF POLICE
LODGE NO. 59**

2023-2025

ARTICLE 1

PREAMBLE

SECTION 1. This agreement is entered into by and between the State of Kansas, hereinafter referred to as the employer or management, and the Fraternal Order of Police, Lodge No. 59 hereinafter referred to as the Lodge or the union.

SECTION 2. The Lodge and the employer agree that the purpose and intent of this agreement is 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 relations disputes.

SECTION 3. The employer and the Lodge recognize that the public interest requires adherence to highest standards of employee performance through the continuing development and implementation of progressive work practices that facilitate continuous improvement in employee performance and efficiency.

SECTION 4. DEFINITIONS: For purposes of this agreement the following definitions shall apply:

1. "Department" or "employer" shall mean the Kansas Department of Wildlife and Parks.
2. "Secretary" shall mean the Secretary of Wildlife and Parks.

ARTICLE 2

RECOGNITION

SECTION 1. The employer recognizes the Fraternal Order of Police Lodge No. 59 as the certified representative for the unit found appropriate and certified on December 14, 2005 by the Public Employee Relations Board in case number 75-UDE-1-2004.

SECTION 2. Employees included in the appropriate unit shall be those persons employed in the following classes or any successor job classes in which the work of the following job classes is performed:

Natural Resource Officer I (NRO I)
Natural Resource Officer II (NRO II)

SECTION 3. Employees excluded from the appropriate 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 in section 2 above. Disputes regarding unit inclusion or exclusion shall be submitted to the Public Employee Relations Board for resolution.

SECTION 4. All bargaining unit employees shall be “classified” employees and any bargaining unit employees, who are currently “unclassified,” shall be converted to classified as of the date of the execution of this Agreement.

SECTION 5. INVOLUNTARY DEMOTION: Members who voluntarily demote from the job classification of NRO II to NRO I shall either return to the top step of the NRO I pay scale found in Appendix B of this Agreement or be placed on the appropriate pay step on the Kansas Civil Service Pay Plan in accordance with K.A.R. 1-5-15(a), whichever reduction provides the employee with the highest resulting pay.

ARTICLE 3

NON-DISCRIMINATION

SECTION 1. The Employer and the Lodge will assure equal opportunity to qualified individuals regardless of their race, color, age, national origin, ancestry, sex, disability or political or religious affiliation. An individual with a qualifying disability must be able to perform the essential functions of the position with reasonable accommodations as defined by the Americans with Disabilities Act. A licensed health or mental health care professional may be selected and paid for by the employer to determine whether the employee can perform the essential functions of the position.

SECTION 2. There shall be no reprisal, admonition, reprimand or other adverse action taken against any person for their role in the meet and confer process, grievance procedure or other proceeding as set forth in this agreement. Employees, however, will remain subject to discipline for inappropriate conduct not otherwise justified by involvement in the above proceedings.

SECTION 3. The Employer and the Lodge further agree that neither party will discriminate against, interfere with, restrain or coerce any employee in the exercise of their right to become or not to become a member of the union.

ARTICLE 4

NO STRIKE OR LOCK OUT

SECTION 1. The Lodge agrees that during the life of this Agreement, neither the organization, its agents, nor its appropriate unit members will authorize, instigate, aid or engage in any organized work stoppage, organized slow-down, organized sick-out, illegal picket or organized strike against the employer.

SECTION 2. The Employer agrees not to lock out any employees during the term of the Agreement as a result of a labor dispute with the Lodge.

ARTICLE 5

MANAGEMENT RIGHTS

This Agreement is not intended to circumscribe or modify the existing right of the employer to direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with the employer; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties for lack of work or for other legitimate reasons; take such actions as may be necessary to carry out the mission of the agency in emergencies; and to determine the methods, means and personnel by which operations are to be carried on.

It is further specifically agreed that the foregoing enumeration of the rights of the employer shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this Agreement. It is also understood there may be other inherent rights of management which may be exercised during the term of this Agreement.

Further, this Memorandum of Agreement is not intended to supersede any subject covered by federal or state law, or the authority and power of any civil service system, 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 employer served by such civil service system or personnel board.

Management reserves the right to require members of the bargaining unit to undergo a fitness for duty evaluation provided that the examination is job-related and consistent with a business necessity if the employer reasonably believes that a medical condition will either: 1) impair the employee's ability to perform essential job functions, or 2) threaten the employee's well-being.

ARTICLE 6

EMPLOYEE RIGHTS

SECTION 1. INHERENT RIGHTS: Nothing contained in this agreement shall be construed to limit or deny employees any rights to which they are entitled as citizens of the United States or the State of Kansas.

SECTION 2. PERSONAL LIVES: Employees in this unit are accountable for the performance of official duties and for compliance with standards of conduct for law enforcement employees of the State of Kansas. Assuming adherence to these standards, employees in this unit shall have the right to conduct their private lives as they deem fit (except as otherwise provided in Section 4.3 below) and further provided such conduct does not present a conflict with laws, regulations or policies of the employer adopted there under.

2.1 With respect to the Department Policy B4, the subject of which is Conflict of Interest and Other Employment, Section 4 below will control.

2.2 Any future Department of Policy which would impact the personal lives of unit employees and represents a conflict with the provisions in this article will be resolved in favor of this memorandum of agreement.

2.3 Any future Department Policy which would not conflict with this article but would impact the personal lives of unit employees shall be provided to the Lodge at least 30 days prior to the implementation date, with comments by the Lodge due within 14 days of such notice. The implementation of such proposed policies, however, is at the sole discretion of management.

SECTION 3. REPRESENTATION: Employees in this unit may be represented by an attorney or Lodge steward as provided in and consistent with Article 7, Lodge Rights; Article 9, Discipline; Article 11, Personnel Record; Article 35, Grievance Procedure; and Article 36, Lodge Steward System. The above representation, however, does not extend to persons who hold themselves out as a representative of any other employee organization.

SECTION 4. OUTSIDE EMPLOYMENT: Consistent with the provisions of this article, employees in this unit may secure employment outside the Department. Before accepting such outside employment, the employee shall submit a written request to the Director of Human Resources, with a copy to the immediate supervisor, for review and approval by appropriate administrative staff. The Director of Human Resources will respond in writing within ten (10) business days to the employee concerning the employee's request to accept outside employment. If the request is denied, the response shall provide specific reasons for the denial. The response shall not be grievable under the grievance procedure contained in this Memorandum of Agreement;

however, the employee may submit his or her response to a denied request to the Kansas Commission on Governmental Standards and Conduct for an advisory opinion. The employee shall provide a copy of the request to the Director of Human Resources at the same time the request is provided to the Kansas Commission on Governmental Standards and Conduct. The Secretary or his or her designee shall take the advisory opinion under consideration and shall respond in writing concerning their determination, within five (5) business days of the receipt of the advisory opinion.

4.1 The State, as the employer, will not be required to adjust work schedules or make other arrangement for employees to accommodate their outside employment. If a conflict arises with an employee's NRO duties on a scheduled work day, the employee will be expected to first perform or complete their duties and responsibilities for the State. On a scheduled day off, officers may be recalled to service for the State from their outside employment only as mutually agreed by the employee and his or her supervisor or in emergency situations as defined in Article 8, Sections 3.2 through 3.4. To the extent deemed practical, the supervisor will make every effort to call a primary or secondary backup as deemed necessary by the employer.

4.2 In adherence to K.S.A. 75-4301 and 75-4306, employees in this unit must avoid any conflict of interest in outside employment. Employees who have questions concerning outside employment should contact their supervisor or the Director of Human Resources for the Department.

4.3 The decision to deny an employee's request will take into account various factors including but not limited to the following:

A) An employee of the Department shall not use their department employment or position for the purpose of promoting outside employment or business especially with anyone regulated or otherwise advised in the employee's normal course of duties.

B) With respect to his or her duties or responsibilities, an employee of the Department shall not give preferential treatment to any person.

C) An employee of the Department shall avoid pursuing personal or private interests that could be interpreted as official acts of the Department.

D) An employee of the Department shall not engage in outside employment while in or using a State vehicle or Department facility or when in a Department uniform, and shall not utilize Department equipment such as phones, laptops, body cameras, weapons, etc.

E) An employee of the Department shall not engage in any outside employment when the employee's Departmental duties, such as application review, approval or denial authority, enforcement responsibility, or operational duties, are directly associated with the outside employment. Specific examples include, but are not limited to, commercial activities for which license or permits are required by the Department. These commercial activities include those of a commercial guide; commercial mussel harvester or dealer; commercial bait harvester or dealer; commercial fisher; or commercial fur dealer.

F) An employee of the Department shall not use the public position for personal gain.

G) An employee of the Department shall avoid situations affecting the independent and impartial judgment of the employee.

H) An employee of the Department shall understand and abide by laws covering conflict of interest.

I) An employee shall not engage in any outside employment that takes time and attention during Department work hours.

SECTION 5. COMPLAINTS AGAINST EMPLOYEES: The procedures outlined within this section shall be used by the employer to investigate and resolve complaints against employees in this unit. This procedure is designed to formally define the complaint, identify the source of the complaint when possible, assess all significant facts related to the incident and to take the appropriate and timely action to resolve the complaint. Component parts of this procedure include but are not limited to:

5.1 The employer shall request that complaints against employees be submitted in written form and signed by the complainant. All complaints shall be immediately forwarded to the Division Director for review.

5.1.1 If the complainant agrees only to provide a verbal complaint, or if the written complaint appears incomplete, a supervisory level employee in the affected employee's Division or an administrative level employee as assigned by the Division Director will interview the complainant, attempt to document pertinent facts associated with

the complaint and prepare a written summary of his or her findings.

5.1.2 If the complainant refuses to be identified, the complaint will not be processed beyond this point unless the substance of the complaint can be verified in writing by the complainant or can be verified through other corroborating evidence. When a complaint is dropped at this point, the affected employee shall be notified and informed of the nature of the complaint and that the complaint, as presented, will not be processed further.

5.2 If the complaint is appropriately documented, it shall be assigned to a supervisory or administrative level employee for investigation. A copy of the complaint and all appropriate documentation shall be provided to the employee if, in the opinion of the appropriate Division Director, providing the information to the employee at this point will not hinder any additional investigation necessary to conclude the review. Immediate supervisors may be assigned as investigators unless the investigation is an internal affairs investigation as determined by the Law Enforcement Colonel or the Parks Director involving a criminal, excessive force or abuse of authority allegation.

5.3 Following notification of the complaint and receipt of a copy of the complaint investigation documents, the affected employee shall prepare a thorough description of the events leading to the complaint and forward that report to the assigned investigator. The employee shall have at least 5 working days to prepare his response, and shall be permitted to consult with a Lodge representative prior to submitting the response. The investigator will make a determination of the need for further inquiry and once satisfied will forward all documentation to the appropriate Division Director. The investigator shall be an uninvolved supervisory level employee who is not in the chain of command of the officer under investigation.

5.4 If the complaint is found to have merit by the Division Director, the employee will be informed in writing of those findings and provided an opportunity to discuss the findings with the investigator before any decision is made. If the employee so chooses, he shall have the right to have a representative present during such meeting. If at any point in the review the complaint is found to be unsubstantiated, a written notice will be provided to the employee, the complainant and the immediate supervisor indicating that the complaint is resolved with no finding of fault on the part of the employee.

5.5 If there is a finding of fault on the employee's part, corrective action will be taken in accordance with Article 9 of this Memorandum of Agreement.

5.6 Except for cases where outside agencies or divisions are involved in the investigation, investigations shall be completed within ninety (90) days of the date that the notification was provided to the employee under Section 5.2. If the Department is unable to complete the investigation within the ninety (90) day period, the Department will notify the Lodge that an extension of time to complete the investigation is necessary. Such notice shall state the amount of time needed to complete the investigation and the reason for the extension. Delays at the request of the employee, or attributable to the actions of the employee including employee unavailability due to health reasons, do not count toward the ninety (90) day limit. This time limit shall not apply to performance based disciplinary actions which are governed by the requirements of K.S.A. 75-2949e.

5.7 Body and Patrol Cameras

Members shall be permitted to access video footage captured by their patrol vehicle mounted and body cameras before they are required to give a criminal statement.

ARTICLE 7

LODGE RIGHTS

SECTION 1. LODGE REPRESENTATIVES: On July 1st of each year of this Agreement, the Lodge shall provide the employer's Director of Human Resources with a written list of designated representatives who shall have authority to act on behalf of the Lodge. Those designated Lodge representatives shall be permitted to come on the premises of the employer for the purpose of investigating and discussing grievances or alleged violations of the Memorandum of Agreement with stewards, the employer, or other employees in the appropriate unit they represent, if they first obtain authorization to do so from the employer's Director of Human Resources or his or her designated representatives. Contacts by the Lodge representatives with employees concerning matters other than grievances or alleged violations of the Memorandum of Agreement will be accomplished during the employees' non-duty time.

1.1 Authorization to come on the employer's premises for the purpose of investigating and discussing alleged violations of the agreement shall not be unreasonably denied. These visits, however, shall not interfere with or disrupt the scheduled work of the employees, without the consent of the Director of Human Resources or his or her designated representatives, in consultation with the employee's immediate or next succeeding supervisor.

1.2 The employer shall insure that the Lodge has a current name and work phone number of the Director of Human Resources for the Department and the names and

numbers of his or her designees.

SECTION 2. BULLETIN BOARDS: The employer shall make available at no cost to the Lodge a reasonable portion of existing bulletin boards in regional law enforcement division offices and park offices and shall allow an electronic bulletin board on the agency server, for use by the Lodge for posting notices as described below.

2.1 That notices of the appropriate unit's meetings and notices of election of Lodge officials may be posted on the designated bulletin boards after being initialed by an officer of the Lodge. All other notices must be approved by the Employer's Director of Human Resources or his or her designee prior to posting and such approval will not be unreasonably denied.

2.2 The Lodge agrees to insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon the employer or any employee.

2.3 The Lodge also agrees that the removal of all posted Lodge notices will be accomplished on a timely basis as soon as notices have served the purpose for which posted.

SECTION 3. RIGHT TO INFORMATION: The employer will provide to the Lodge requested information as established by the Kansas Open Records Act. Upon request from the Lodge and not to exceed one request per calendar year, the employer shall provide to the Lodge at no cost and on a timely basis, an alphabetical list of appropriate unit employee names and their home and work addresses.

SECTION 4. CERTIFIED REPRESENTATIVE: The employer recognizes the Lodge as the certified representative for the Natural Resource Officer Unit.

SECTION 5. NEW HIRE INFORMATION: New employees in the appropriate unit will be told that they are represented by the Lodge and will be given current Lodge contact information, and a copy of this MOA. Upon written request from the Lodge, the Employer shall permit one (1) FOP representative, from the same division as the employee (Parks or LE), to meet with new recruits for a period of time of not more than one (1) hour on the same day and location as their swearing in. The FOP member shall be in "on duty" status for a maximum of three hours for travel and providing Lodge information. The Lodge at its expense may furnish an informational packet to new employees in the appropriate unit. Human Resources shall email the Lodge President providing all new unit members' names, addresses and phone numbers within two weeks of the new member's date of hire.

ARTICLE 8

HOURS OF WORK AND OVERTIME

SECTION 1. WORKWEEK: The workweek is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour days. The workweek will begin at 12:01 a.m. Sunday, and end at 12:00 a.m. the following Sunday.

Employees may be scheduled to work on any day of the seven (7)-day work week, and may be required to work more than or less than eight (8) hours per day. Employees shall be scheduled for two (2) consecutive days off each week, unless the employee and his or her supervisor agree that the employee's days off will be split. Each employee shall be granted not less than one weekend off per month, if requested by the employee.

Employees in the Law Enforcement Division may submit proposed days off to their supervisor not less than two weeks in advance of the workweek for approval. Approval to modify the scheduled days off may be obtained from the employee's immediate supervisor. The supervisor shall notify the affected employee at least one (1) week in advance of the first date of the requested time off as to whether the time-off request has been approved, if the request was submitted to the supervisor at least eight days prior to the first date of the requested time off. Once scheduled, a day off may be changed only as mutually agreed by the employee and his or her supervisor, or in emergency situations as defined in sections 3.2 through 3.4 below. To the extent deemed practical, the supervisor will make every effort to call a primary or secondary backup. Employees in the Law Enforcement Division may normally determine their own work hours on their scheduled work days. The employer, however, retains the right to schedule work hours, provided that the employer complies with the provisions of this Agreement.

Employees in the Parks Division will normally be assigned to specific hours of work on their scheduled work days. These assigned hours of work will be continuous unless unusual, unforeseen, necessary or emergency circumstances require the employer to assign discontinuous hours of work. Scheduled days off may be changed in advance by agreement between the employee and his or her supervisor.

SECTION 2. ADDITIONAL HOURS: When hours of paid leave, added to the number of hours actually worked, exceed 40, the additional hours shall be paid at the regular rate of pay. The employee must attempt to get approval from his or her supervisor before accruing additional hours, unless the hours accrued as a result of the work situations described in section 3 below. Park Division employees will adjust work hours as directed by his or her supervisor, or will adjust hours of paid leave reported, to avoid additional hours. In no event shall any unit employee be required to adjust holiday credit or a discretionary day taken.

SECTION 3. OVERTIME: Overtime is defined as all hours worked which exceed forty (40) in a workweek and shall be compensated at the rate of one and one half (1½) times the employee's

regular rate. Overtime must be approved in advance by the employee's immediate supervisor unless a justifiable emergency as detailed below exists. If there is a disagreement after the fact as to whether a justifiable emergency situation existed, the issue shall be decided by the Division Director.

3.1 A serious in-progress wildlife related violation, or violation involving destruction of Department property; crimes relating to exceeding bag/creel/possession limits; hunting, fishing or trapping in closed seasons; violating the provisions of big game permits; taking game/fish/furbearers by illegal methods; responding to threatened or endangered species violations; and the damaging of Department property that may result in substantial loss. An expectation that a lengthy delay in response would result in destruction or disappearance of criminal evidence must exist to constitute an emergency.

3.1 Any reported misdemeanor or felony related to hunting, fishing, fur harvesting, or boating and any reported misdemeanor or felony on Department properties.

3.2 A boating related search and/or rescue that involves a legitimate threat to life, or in which someone is deceased, or missing and believed to be deceased. A boating accident involving death or life-threatening injury. A non-boating drowning.

3.3 A hunting accident involving death or life-threatening injury to a person and which has just occurred or has just been reported.

3.4 A request to respond to a situation posing an immediate threat to human life or safety.

3.5 Making an arrest at the end of the last scheduled day of work in the workweek and securing the associated physical evidence.

3.6 Employees may accumulate overtime without prior approval in the above emergency situations only after attempting to adhere to all of the following stipulations.

3.6.1 Emergency overtime shall only be accumulated on or after the last scheduled work day of the week.

3.7.1 Any call out that meets criteria in Article 8, Section 3 subparagraphs 3.1-3.6, will be compensated as paid overtime or compensatory time as designated on the employees compensatory agreement and employees are not required to flex the schedule later in the workweek.

3.7.2 If reasonably possible, employees are to attempt to contact their immediate supervisor, or the next level supervisor in the chain of command, before incurring overtime. If contact with a superior is not reasonably possible before the officer responds to the emergency situation, the officer shall, as soon as practicable, contact his or her immediate supervisor or the next level superior for guidance on the duration of the overtime which can be approved.

3.8 The employee will prepare a written report attesting to the above stipulations and describing the emergency situation and will provide a copy of the report to the immediate supervisor within five (5) working days of the emergency overtime occurrence. Copies of these reports will also be kept on file by the employee and the immediate supervisor. Employees will not be required to provide additional justification for their use of time based solely on the fact that the employee worked overtime to address an emergency situation as defined herein.

3.9 Except as provided in Section 4.2 below, payments for overtime will be made at the same time the employee is paid for the hours worked at the straight time rate for the period in which the overtime was worked.

SECTION 4. COMPENSATORY TIME IN LIEU OF OVERTIME:

4.1 Any work time accumulated within the current workweek, prior to the last day of the workweek, that could result in overtime may be required, at the Employer's discretion, to be taken as equivalent time off on an hour-for-hour basis within the same workweek in which it was worked. When this required flex-time off occurs over a weekend an employee was otherwise scheduled to work, then the weekend shall not count against the employee as a weekend off for weekend rotation purposes.

4.2 In lieu of paying an eligible employee at the time and a half rate for overtime worked outside the current workweek, the employee may, consistent with individual compensatory time agreements, elect to receive compensatory time off, at the rate of one and a half (1½) hours off for each hour of overtime worked. 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.

4.3 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.

4.4 Within thirty (30) days of the execution of this Agreement or within 30 days of new employees' date of hire or within ten (10) days of the one (1) year

employment mark, the Department shall notify employees of the right to execute an individual compensatory time agreement, which shall identify if the employee is willing to accept compensatory time or paid overtime. Employees shall be given one week to execute and return the compensatory time agreements to the Employer. A copy of the compensatory time agreement is attached as Appendix A of this Agreement. Employees shall not be coerced into electing to receive compensatory time in lieu of receiving paid overtime. If an employee fails to execute a compensatory time agreement within the time provided herein, the employee's most recent agreement shall remain in effect. All compensatory time agreements shall remain in effect through the duration of this Agreement.

4.5 If an officer participates in a Kansas or Federal Emergency Management led mobilization, where salary expenditures are reimbursable by FEMA, the employee will receive overtime pay for the entire pay period(s) effected by the mobilization regardless of their selection on the Compensatory Time Agreement.

SECTION 5. PAY FOR COMPENSATORY TIME: The Secretary of Administration may approve a higher maximum, provided that the maximum shall not exceed two hundred and forty (240) hours. An employee who has accrued 240 hours of compensatory time off shall, for any additional overtime hours of work, be paid overtime compensation for that pay period.

SECTION 6. MANAGEMENT OF COMPENSATORY TIME: Employees may retain up to a maximum of eighty (80) hours of all forms of compensatory time, and may carry-over such time from year to year. Once an employee reaches the eighty (80) hour limit, the employee will be required to schedule any additional compensatory or holiday compensatory time to be used within six (6) months . The employee will be required to use the excess hours in lieu of vacation hours.

SECTION 7. PHYSICAL FITNESS TRAINING Physical fitness training will be counted as work time only when the employee is attending the Kansas Law Enforcement Training Center basic course or when the employee is attending training at the direction of the Department.

ARTICLE 9

DISCIPLINE

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 is in accordance with the Civil Service Act.

SECTION 2. When suspension, demotion or dismissal is proposed, the employee shall receive a written statement of the proposed action and the reason for the proposal. The notice shall specify

the date, time and place by, or at which, the employee may reply in writing or appear in person or by phone, or combination thereof. If the employee chooses to appear in person or by phone on the issue of the proposed suspension, demotion or dismissal, the employee may be represented by a person of the employee's choice and/or by a representative of the Lodge.

SECTION 3. Employees shall be entitled to a representative of their choosing during any investigatory interview with management that the employee reasonably believes will result in disciplinary action of suspension, demotion or dismissal. If a supervisor notifies the employee at the beginning of the interview that the interview will not result in suspension, demotion or dismissal, the employee shall not be entitled to a representative. It is the employee's responsibility to request a representative. Any representative who is the subject of or a witness in an investigation may not serve as an employee's Lodge representative. In the event that the only available Lodge representative is unable to serve as a representative due to his or her involvement in the investigation as described herein, the employee shall be given reasonable time, not to exceed forty-eight (48) hours, to secure an alternative representative.

This Article also does not apply to meetings or discussions between an employee and his or her supervisor for the purpose of instruction, performance feedback or oral counseling. In the event the counseling is to be documented, the employee may attach a formal written response to the documentation. This provision does include disciplinary proceedings following the use of complaint review procedures as outlined in Art. 6, Sec. 5.

3.1 If the employer advises the employee that the investigation may result in discipline, and if requested by the employee, the interview shall be immediately recessed, for a reasonable period of time not to exceed forty-eight (48) hours unless the Employer agrees to a longer period of time, to allow the employee an opportunity to secure a representative of his or her choice. The employer retains the right to immediately place an employee on leave with pay, pending the completion of the investigation.

3.2 If a steward agrees to serve as a representative of an employee during the investigation, the steward's participation shall be considered as time worked; but only to the extent of hours permitted in accordance with Article 36, Section 3 of this Agreement. If an employee of the Department, other than a steward, agrees to serve as a representative of an employee during the investigation, that employee representative participation shall not be considered as time worked.

3.3 The function of the employee representative during the investigative interview will be to observe the overall propriety of the interview process and to briefly consult with the employee under investigation prior to the interview. Either party may record employee investigative interviews provided that the other party is aware of the recording. If recorded, both parties shall receive copies of the recording(s). The representative and the employee under investigation may briefly consult prior

to responding to a question, but the employee under investigation shall give the response. After the investigator has completed the interview, the representative shall be allowed to ask questions to clarify the employee's responses, and the representative may ask that the interviewer explore certain topics. The representative shall not attempt to cross examine the interviewer or otherwise interfere with the interview process. The employer shall warn the representative once and may then ask the representative to remove himself or herself if further disruption or undue delay occurs. In such case, the interview shall cease and the employee shall be given 24 hours to secure an alternative representative.

3.5 An employee subject to investigation, upon his or her request, shall be provided with copies of written notes and/or recordings of his or her interview conducted relative to the allegations. Such notes and/or recordings need not be provided until completion of all interviews conducted as a part of the investigation. The employer has the option of consolidating notes from the employer's representatives present into a single prepared document.

3.6 If a complainant refuses to be identified, his or her allegations shall not result in disciplinary action against the employee unless the substance of the complaint can otherwise be documented.

SECTION 4. Except for gross misconduct or other detrimental conduct described by statute, employees will generally be counseled and given opportunity to take corrective action or remedy deficiencies in work performance or personal conduct. If warranted in the opinion of the appointing authority, oral and written warnings, training or other remedial actions may be used to assist the employee in avoiding further disciplinary action. Written reprimands shall be subject to the grievance procedure contained in this memorandum of agreement but the grievance shall end with a review by the Secretary at Step 5 of the Grievance Procedure and the grievance shall not be subject to arbitration. Disciplinary actions involving proposals for suspension, demotion or dismissal are not subject to either the grievance procedure contained in this agreement or the agency grievance procedure, but will be handled as provided in Section 1 and 2 of this Article. The foregoing is in addition to provisions of Article 11, Section 4, enabling the employee to place into his or her personnel record written comments or explanations concerning any documents in such record the employee feels are detrimental.

ARTICLE 10

LENGTH OF SERVICE

SECTION 1. "Length of Service" shall mean total time worked in the classified service or unclassified service. Length of service shall exclude:

1.1 Time worked as a temporary employee;

1.2 Time worked as a student employed by any board of regents institution;

1.3 Time worked as a resident worker in any social and rehabilitation services institution or the Kansas commission of veteran's affairs;

1.4 Time worked as an inmate.

SECTION 2. Time spent on military leave, or time off while receiving workers' compensation wage replacement for loss of work time, shall be considered to be time worked in the classified or unclassified service. Time on leave while receiving worker' compensation wage replacement for a disability attributable to state employment prior to May 1, 1983, shall not be credited.

SECTION 3. An employee's length of service accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and length of service accumulation shall resume when the employee properly returns to permanent employment at the end of such leave.

SECTION 4. Length of service for computing vacation and sick leave accrual rates and for layoff or compensation purposes shall not be recalculated using prior methods of calculation for employees who have no break in service. Length of service for an individual returning to state service shall be the amount of length of service on record as of December 17, 1995, or the date the individual left state service, whichever date is later.

SECTION 5. Ties in length of service shall be broken by applying the following factors in the order listed until the tie is resolved:

- (1) Total time employed by the State of Kansas in any type of appointment.
- (2) Total time employed in a similar position by any other employer.
- (3) Total time employed in a law enforcement capacity by any other employer.

SECTION 6. Seniority shall mean continuous service as a NRO from the date of last hire.

ARTICLE 11

PERSONNEL RECORD

SECTION 1. The Department shall maintain an official personnel record for each employee in the appropriate unit in the Human Resources office. As provided in K.A.R. 1-13-1(a), the official personnel record shall contain the following:

1.1 Documents showing employee's hires, transfers, promotions, demotions,

separations, changes of pay rates, leaves of absence or other changes in employment status;

1.2 Performance reviews, letters of reprimand and letters of rebuttal thereto, and letters of commendation;

1.3 Application for a vacancy and other assessment materials;

1.4 Letters of disciplinary action; and

1.5 Such other information as the Director of Personnel Services deems appropriate.

SECTION 2. Any employee may also request that material pertinent to his or her employment be placed into his or her official personnel record.

SECTION 3. An employee in the appropriate unit may review his or her official personnel record. An employee may also authorize any individual or firm, including the Lodge, to review the employee's official personnel record. Such authorization shall be in writing and shall be delivered to the Director of Human Resources of the Department. Reviews shall be made consistent with the conditions established by the Department. and at a time mutually convenient to the parties. Copies shall be made upon request, and the cost shall be paid by the individual or firm at the rate established by the employer, or waived at the discretion of the employer.

SECTION 4. If an employee's review of his or her personnel record reveals any documents which the employee feels are detrimental to his or her record, the employee shall have the right to place into his or her official record written comments or explanations concerning these documents. Additionally, the employee may submit a request to the Secretary, that documents relating to disciplinary actions which are over three years old be removed from the employee's file and the reasons therefore. Within thirty (30) days of the receipt of the request, the Department shall provide a written response to the employee explaining the specific reasons why the request was approved or denied.

SECTION 5. Employees will be provided with either a copy of any document of a disciplinary or adverse nature placed into his or her personnel record, or the employee will be sent the original document with a copy to the official personnel record.

SECTION 6. When documents placed into the personnel record are based in part upon information provided by an individual who will not agree to be identified, the information must be otherwise documented by a named individual, or the material will be removed from the personnel record.

SECTION 7. Except as otherwise provided in this section, and the Kansas Open Records Act,

K.S.A. 45-215 *et. seq.*, information contained in each state employee's official personnel record shall not be open to public inspection.

SECTION 8. Upon inquiry of an individual, the Division of Personnel Services or personnel in the Department, shall disclose the following information concerning an employee:

- (a) the name of the employee;
- (b) the employee's current job title;
- (c) the employee's current or prior rates of pay; and
- (d) the employee's length of employment with the state.

SECTION 9. Upon inquiry of a prospective employer, the Division of Personnel Services, or the Department, may disclose the following additional information concerning an employee:

- (a) the name of employing state agency;
- (b) the length of time the employee has served in the employee's current job position;
- (c) any letters of commendation;
- (d) any documents regarding personal conduct and work performance to the extent consistent with K.S.A. 44-117; and
- (e) written comments or explanations concerning any documents the employee feels are detrimental to his or her record as provided in Section 4 above.

SECTION 10. When individuals from the following agencies, in carrying forth their official duties, establish a need for information contained in an employee's official personnel record, the Department shall permit access to information by personnel from the following agencies:

- (a) the Kansas Department of Administration;
- (b) the Kansas Attorney General's office, including the Kansas Bureau of Investigation;
- (c) the federal Equal Employment Opportunity Commission and Kansas Human Rights Commission;
- (d) the Kansas Civil Service Board;
- (e) the Legislative Post Audit;
- (f) the Child Support Enforcement Specialists of the Department of Children and Families.

SECTION 11. Access to information in an employee's official personnel record shall also be permitted to individuals in the Department carrying out their official duties.

SECTION 12. Upon request to the appointing authority in the Department or the Director of the Office of Personnel Services, the head of any state agency or a designee, having a proper interest

and an established need to review the personnel record of an employee in another state agency or the Office of Personnel Services, may review the employee's official personnel record, including applications for employment and performance reviews, whether the personnel record is maintained in a state agency or in the Office of Personnel Services.

SECTION 13. The official personnel record of any specifically named employee shall be made available for inspection in connection with litigation pursuant to the terms of an order entered by a judge of any federal, state or municipal court properly having jurisdiction over such litigation or pursuant to an order entered by an administrative tribunal.

ARTICLE 12

EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The employer agrees to participate in the State of Kansas Employee Assistance Program which provides employees and their families the opportunity to receive confidential professional help in resolving health or personal problems.

SECTION 2. Sick leave, vacation leave or leave without pay may be granted to enable the employee to participate in an Employee Assistance Program referral. In addition, if a controlling statute or regulation is amended in the future to permit leave with pay participation in an Employee Assistance Program referral, the employees in this unit will be granted the same privilege.

SECTION 3. The Employer, through each of its organizational levels and departments, shall strictly maintain the confidentiality of information provided by employee participants in accordance with applicable federal and state laws and regulations. The employer shall take all reasonable steps to insure that knowledge of an employee's participation in the program is shared with others only on a "need-to-know" basis.

ARTICLE 13

HOLIDAYS

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

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

Thanksgiving Day
Christmas Day

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

SECTION 2. When one of the legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday. When one of the legal holidays falls on a Sunday, the following Monday shall be the officially observed holiday.

SECTION 3. Hours worked on a holiday which result in overtime hours during that work week or work period shall be compensated at time and one half for holiday hours worked and an additional half-time rate for the resulting overtime hours.

SECTION 4. When one of the legal or officially observed holidays falls during an employee's vacation such holiday shall not be counted as a day of vacation.

SECTION 5. Each full-time employee shall receive holiday credit equal to the number of hours regularly scheduled to work. Each full-time employee who works a nonstandard workweek shall receive the same number of holidays in a calendar year as employees whose regular work schedule is Monday through Friday. "Holiday credit" means pay or credit for paid time off at a straight-time rate.

SECTION 6. Each full-time employee who is required to work on a legal holiday or on an officially observed holiday shall be awarded holiday credit in addition to holiday compensation available. The appointing authority may require some or all officers to work on a legal holiday, and officially observed holiday, or both. Each full-time, nonexempt employee who is required to work on a legal holiday or on an officially observed holiday shall receive holiday compensation in addition to the employee's regular pay for the pay period. "Holiday compensation" means either pay or holiday compensatory time at a time-and-a-half rate for those hours worked on a holiday. Except as provided below, the appointing authority shall determine whether the compensation for holidays worked will be in the form of pay or holiday compensatory time. A full-time officer who is required to work any of the holidays listed in Section 1 of this Article, shall in addition to the regular pay for the pay period, be paid at the time-and-a-half rate for the hours worked on those holidays.

SECTION 7. In the case where a legal holiday (such as New Year's Day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2) a full-time employee who is required to work on both the legal and the officially observed holiday shall receive the additional holiday compensation for only one of the two days. If the number of hours worked varies between the two days, holiday compensatory time shall be credited to the day on which the employee worked the greatest number of hours.

SECTION 8. A Discretionary Holiday may also be designated by the Governor. If so designated, eligible full-time employees shall receive the number of hours of pay at the straight time rate equal to the number of hours that the employee is regularly scheduled to work in accordance with K.A.R. 1-9-2 and administrative guidelines as provided by the Secretary of Administration.

SECTION 9. Employees, who have an immediate family member getting married or the employee is scheduled to be the groom, the best man, a groomsman, the bride, the maid or matron of honor, or a bridesmaid in a wedding on Memorial Day Weekend, the July 4th holiday or weekend or Labor Day weekend, shall be allowed to request leave time to participate in the wedding. The employee must notify his or her supervisor on or before March 1st of each year of his participation in a wedding during those holiday weekends. The employer shall either grant or deny the request within 14 calendar days of its submission and requests shall not be denied except in emergency situations. If more than one employee in a district is involved in a wedding on the same holiday, the employer may at its discretion accommodate both requests, but it is not required to do so under this article. In the event that more than one employee requests leave under this section in a district and the employer is unable to accommodate all the requests, the most senior officer(s) in the district shall be allowed the time off if operational needs allow. For purposes of this section immediate family member shall include, parents, father in-law, mother-in law, brother, sister, and children of the employee.

ARTICLE 14

VACATION LEAVE

SECTION 1. VACATION (GENERAL): Each permanent and probationary employee shall earn vacation leave as provided in Section 3 of this article. Persons employed in temporary positions shall not earn vacation leave.

1.1 VACATION LEAVE PAYOUT Any employee who leaves state service shall be paid for all accumulated but unused vacation leave balances. Such payments shall be limited to the maximum accumulation provisions outlined in Section 3 of this article. Except as otherwise provided herein, all payments for unused vacation leave shall be made at the same time the employee receives his or her last pay check.

1.2 VACATION LEAVE ACCRUAL For the purposes of Section 3 of this article, "hours in pay status" shall not include overtime hours worked, additional hours for which the employee has been paid under K.A.R. 1-5-24(d)(2), and holiday compensation earned. Hours in pay status shall include time off while receiving worker's compensation temporary or permanent disability payments for loss of work time. Leave earned during a pay period is credited on the first day of the following pay period. In accordance with K.A.R. 1-9-4(C)(2), at the end of the last payroll period paid in each fiscal year, up to 40 hours of any accrued vacation leave

that exceeds an employee's maximum accumulation of hours shall be converted to sick leave. After this conversion, all remaining vacation leave over the maximum accumulation shall be forfeited at the end of the last payroll period paid in the fiscal year.

1.3 VACATION REQUESTS/APPROVAL An employee shall request approval to use vacation leave time on the form provided, or in the manner prescribed by the employer. An employee may request use of vacation leave any time after accrual consistent with the guidelines of subsections 1.4 and 1.5 below. The employer shall not be unreasonable in granting or denying such requests. The employer may cancel previously approved requests for leave due to unusual, unforeseen, or emergency circumstances.

1.4 VACATION LEAVE PLANNING CALENDAR In order to avoid conflicts among employees in this appropriate unit attempting to make leave plans, and in order to avoid staffing shortages, an annual leave planning calendar shall be circulated by NRO seniority within the Law Enforcement Division and Parks Division in each district or region as determined appropriate by the Employer. Employees may list, in order of preference, individual days or blocks of days they wish to reserve for future use, but the total number of days reserved on the vacation planner by any individual employee shall not exceed twenty (20). For each calendar year, circulation shall take place during the previous months of September and October. The employer may reserve blocks of time for which leave requests will not be approved. Further, the employer may review and alter the calendar upon its completion (deemed to occur by October 31st of each year) for a period of time not to extend beyond November 15th to assure that geographical coverage and balance will be achieved within each region of the Law Enforcement Division, and to minimize impact on any one state park within the Parks Division. The employer shall advise employees by written notice mailed or hand delivered no later than November 18th if their reserved days or a portion have been denied. Requests to reserve dates shall not be unreasonably denied. Any reserved days not so denied will be considered reserved, but may still be canceled due to unusual, unforeseen, or emergency circumstances.

1.4.1 When two Law Enforcement Division NRO I's or NRO II's select the same or overlapping period or periods as their highest priority, and one officer is the primary cover person for the other, the conflict will be resolved in favor of the employee with the greater length of service as a NRO if granting both requests would create a hardship for the employer.

1.4.2 When NRO I's or NRO II's in the Parks Division assigned to the same state park select the same or overlapping period or periods

as their highest priority, the conflict will be resolved by applying length of service as a NROr if granting all requests will create a hardship for the employer.

1.5 OTHER VACATION LEAVE REQUESTS Any vacation leave requests not requested to be reserved or not approved on the vacation leave planner may be requested after December 1 for the current or following calendar year, or after January 1 for the current calendar year, and will be considered on a first-come-first-serve basis.

SECTION 2. If an employee uses vacation leave on a weekend, such usage shall not count toward the employee's guaranteed weekend off for that 28 day scheduled work cycle.

SECTION 3. VACATION LEAVE CREDITS AND MAXIMUM ACCUMULATIONS

Vacation Leave Table

Hours Earned Per Two Week Pay Period Based on Length of Service

<u>Hours in Pay Status Per Pay Period</u>	<u>Less Than 5 Years</u>	<u>5 Years & Less Than 10 Years</u>	<u>10 Years & Less Than 15 Years</u>	<u>15 Years And Over</u>
0 - 7	0.0	0.0	0.0	0.0
8 - 15	0.4	0.5	0.6	0.7
16 - 23	0.8	1.0	1.2	1.4
24 - 31	1.2	1.5	1.8	2.1
32 - 39	1.6	2.0	2.4	2.8
40 - 47	2.0	2.5	3.0	3.5
48 - 55	2.4	3.0	3.6	4.2
56 - 63	2.8	3.5	4.2	4.9
64 - 71	3.2	4.0	4.8	5.6
72 - 79	3.6	4.5	5.4	6.3
80 -	3.7	4.7	5.6	6.5
<u>Maximum Accumulation of Hours</u>	144.0	176.0	208.0	240.0

ARTICLE 15

SICK LEAVE

SECTION 1. Each employee in a regular position in the appropriate unit shall be credited and accumulate sick leave as provided in this section. Persons employed on a part-time position shall earn leave under this section on a proportional basis to the number of hours worked during the payroll period as follows:

Sick Leave Table

<u>Hours in Pay Status</u> <u>Per Pay Period</u>	<u>Hours Earned</u> <u>Per Pay Period</u>
0 - 7	0.0
8 - 15	0.4
16 - 23	0.8
24 - 31	1.2
32 - 39	1.6
40 - 47	2.0
48 - 55	2.4
56 - 63	2.8
64 - 71	3.2
72 - 79	3.6
80 -	3.7

1.1 "Hours in pay status" does not include overtime hours worked, additional hours for which the employee has been paid under K.A.R. 1-5-24 (d) (2) and holiday compensation earned. For the purpose of this article, hours in pay status shall include time off while receiving workers' compensation wage replacement for loss of work time.

1.2 If an employee taking vacation leave becomes ill or family member as defined in section 2 of this article becomes ill and for all intents and purposes, the employee is deprived of all or a significant portion of the vacation, the appointing authority, upon request of the employee, may charge to sick leave some or all of the time the employee or family member was ill while on vacation.

1.3 Sick leave earned by an employee during a pay period shall be credited to the employee, and available for use, on the first day of the following pay period.

SECTION 2. Sick leave with pay shall be granted for only the following reasons: illness or disability of the employee including pregnancy, childbirth, miscarriage, abortion and recovery therefrom or of a member of the family of the employee when the illness or disability reasonably

requires the presence of the employee; appointments for the employee with a physician, dentist or other health practitioner; a family member's personal appointments with a physician, dentist or other recognized health practitioner, when the appointment reasonably requires the employee to be absent from work; the legal quarantine of the employee; or the adoption of a child by an employee or initial placement of a foster child in the home of an employee, when the adoption or initial placement reasonably requires the employee to be absent from work. For the purpose of this article, an employee's "family member" shall be limited to persons related to the employee by blood, marriage or adoption and minors residing in the employee's residence as a result of court proceedings pursuant to the Kansas code for care of children or the Kansas juvenile offenders code.

2.1 The employer may not unduly require employees to provide evidence necessary to establish that the employee is entitled to use sick leave under the circumstances of the request. If the employee fails to provide this evidence, the use of requested sick leave may be denied by the employer. This requested information will be provided at the employee's expense. The employer may require an examination of an employee by a licensed health or mental health care professional ultimately responsible for the employee's health care, as designated by the employer at the employer's expense.

2.2 The employer may require the employee to use sick leave if the employer believes the employee cannot perform assigned duties because of illness or disability. Also, the employer may request a written release by a licensed health or mental health care professional before the employee is allowed to return to work.

SECTION 3. Employees retiring from State service shall be compensated for earned but unused sick leave in accordance with the provisions of K.S.A. 75-5517.

SECTION 4. For planned medical absences such as surgeries or other pre-scheduled appointments or procedures, employees shall notify the Director of HR as soon as practical or possible of the absence for employer planning, scheduling and workload management purposes. Employees will also notify their immediate supervisor of the medical absence but will not be required to disclose any specifics of their medical condition.

SECTION 5 PARENTAL LEAVE: Employees shall be eligible for paid parental leave authorized by executive order so long as such authorization remains in effect.

ARTICLE 16

SHARED LEAVE

SECTION 1. Each employee in a regular position may be eligible to receive from or donate to any other State employee shared leave as provided in this article in accordance with K.A.R. 1-9-

23. Shared leave may be granted to an employee in the appropriate unit if the employee or a family member as defined in Article 15 of this agreement is experiencing a serious, extreme or life-threatening illness, injury, impairment or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate employment; and the illness, injury, impairment or condition keeps the employee from performing regular work duties.

SECTION 2. To be eligible to receive shared leave, an employee must have exhausted all paid leave available for use including vacation leave, sick leave, discretionary day, and compensatory time credits; and have six months of continuous service. An employee shall be eligible to donate vacation leave or sick leave to another employee if the donation of vacation leave does not cause the accumulated leave balances of the donating employee to be less than 80 hours for vacation leave and not less than 480 hours of sick leave.

SECTION 3. When requesting shared leave the employee shall be required to provide a physician's statement or other medical evidence necessary to establish that the illness, injury, impairment or physical or mental condition of the employee or family member is serious, or extreme or life threatening and keeps the employee from performing regular duties. Shared leave may be denied by the employer if it is determined by the employer that the requesting employee has a history of leave abuse. All requests for shared leave from eligible employees must be submitted by the employer to the statewide shared leave committee for review and approval or denial.

SECTION 4. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for purposes of the shared leave program.

SECTION 5. Shared leave may be used only for the duration of the condition for which it was approved and collected. When an employee is granted shared leave due to his or her illness or injury, the maximum number of hours of shared leave that may be used by an employee shall be the total hours that the employee would regularly be scheduled to work during a six-month period.

SECTION 6. The employee shall no longer be eligible to receive shared leave for the particular occurrence if the illness, injury, impairment or condition improves so that it is no longer serious, or extreme, or life-threatening; if the recipient terminates or retires; if the recipient meets the eligibility requirements for disability benefits under the Kansas Public Employees Retirement System; or if the family member's illness, injury, impairment or physical or mental condition is no longer serious, or extreme or life-threatening and the employee is no longer prevented from performing regular work duties; or the recipient returns to work and works the employee's regular work schedule for at least 20 continuous working days.

SECTION 7. Any unused portion of the shared leave donations shall be prorated among all donating employees, according to their donation amounts, except that leave shall not be returned to any person who has left state service.

SECTION 8. An appointing authority may approve an employee's request for shared leave regardless of the determination of the shared leave committee if the appointing authority determines that such a decision would be in the best interests of the state. Before approving the request, the appointing authority shall consult with the State's director of personnel services about the factors that the appointing authority is relying upon in making the determination that approval of the shared leave is in the best interests of the state.

ARTICLE 17

JURY DUTY OR WITNESS LEAVE

SECTION 1. APPEARANCE BEFORE A COURT OR OTHER PUBLIC BODY:

Employees required to appear in court for any reason due to their work for Department shall do so in pay status. For required appearances not related to an employee's work for the Department, an employee shall be granted leave with pay to respond to a summons for jury duty or to comply with a subpoena as a witness before the civil service board, the Kansas Human Rights Commission, the U.S. Equal Employment Opportunity Commission, or a court. An employee shall notify the immediate supervisor upon receipt of such a summons or subpoena. Leave with pay may be granted to an employee 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. The employer may direct an employee to attend such legal functions without benefit of a summons or subpoena being served on the employee.

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

1.2 An employee who is granted leave under this section who receives compensation for a required appearance other than jury duty, shall turn over to the state all compensation except that the employee shall retain the first \$50.00 of such fee and all reimbursed expenses or per diem for travel, meals and lodging, except when an employee travels in a state vehicle, the employee shall turn over to the state any mileage expense payments received.

SECTION 2. COURT APPEARANCES ON A SCHEDULED DAY OFF: An officer who receives notice and reports for an appearance before a court on his or her regularly scheduled day off shall be compensated for the hours actually worked, including travel time, as provided in Article 8 of this agreement, or shall receive compensation for a minimum of two hours as provided in K.A.R. 1-5-25.

2.1 If the required court appearance occurs within the officer's currently

established and provided schedule of work hours and days off, the officer shall not be required to modify or reduce his or her scheduled hours in order to avoid having more than 40 hours in pay status during that work week.

- 2.2** If the required court appearance falls on a date beyond the officer's currently established and provided schedule of work hours and days off, the employer retains the latitude to arrange future scheduled days off around the noticed court appearances.

ARTICLE 18

JOB INJURY LEAVE AND LIMITED DUTY

SECTION 1. An employee who sustains a qualifying job injury as determined by the employer, which renders the employee unable to perform regular job duties and which arises out of and in the course of employment with the state from a shooting, stabbing or aggravated battery as defined in K.S.A. 21-3414, or for a law enforcement officer was sustained while in fresh pursuit of a person or while operating under the provisions of K.S.A. 8-1506 or was sustained in any other situation in which the appointing authority determines that job injury leave is in the best interest of the state, shall be eligible for leave of absence with pay for a maximum duration of six months.

1.1 Subject to the duration limitations provided in section 1.2 below, an employee who qualifies for job injury leave shall continue to accrue sick and vacation leave credits and participate in all other benefits they would normally receive if not on job injury leave. If the employee is awarded worker's compensation because of a qualifying job injury as defined in K.A.R. 1-9-22(b), the employer shall pay an amount that when added to the worker's compensation will equal the regular salary of the employee.

1.2 The employer may require the employee to return to limited service if the employee becomes capable of performing at a reduced level in the opinion of a physician selected and paid for by the employer. However, any limited duty allowed shall not, in combination with time away from work on job injury leave, exceed the total six months allowed for job injury leave. The employee shall perform limited service under this subsection at the regular hourly rate of pay.

SECTION 2. The employer and the Lodge agree that members of the unit must be physically fit to properly perform their duties, and that various injuries and illnesses may preclude the fitness requirement. Therefore, the employer and the Lodge agree that members of the unit may request limited duty based on medical documentation when these conditions exist, and that the employer may grant such request where practical and possible, and under conditions determined by the employer.

ARTICLE 19

LEAVE WITHOUT PAY

SECTION 1. An employee may request and may be granted leave of absence without pay for any good and sufficient reason such as illness or disability including pregnancy, childbirth, miscarriage, abortion and recovery therefrom, adoption, initial placement of a foster child in the employee's home, or to care for a family member who has a serious health condition. The employer shall determine whether approval of each request for leave without pay is for the good of the service, and shall approve or disapprove the request on a timely basis considering the circumstances of the request. The provisions of this article shall be applied in a manner consistent with the Kansas Department of Administration Bulletin 05-06 which implements the FMLA of 1993.

1.1 Leave of absence without pay shall not exceed sixty (60) calendar days, extendible or renewable to a maximum of six (6) months for a new hire in a regular position without permanent status. For permanent employees a leave of absence shall not exceed one (1) year. Any employee currently without permanent status as a result of promotion or reinstatement may be granted leave without pay under the same conditions as an employee with permanent status, if the employee had permanent status in the class in which the employee was employed immediately prior to the promotion or reinstatement.

1.2 Any such leave which extends beyond thirty (30) calendar days shall be reported to the Director of Personnel Services and shall interrupt the accrual of seniority.

1.3 Upon return to work at the expiration of an authorized leave without pay or upon notice by the employer that the leave without pay has been terminated, the employee shall be returned to a position in the same class as the position which the employee held at the time the leave was granted, or to a vacancy in another class in the same pay grade for which the employee meets the qualifications.

1.4 Failure to return to work at the expiration of an authorized leave without pay, or upon notice by the employer that the leave has been terminated, shall be deemed a resignation.

1.5 Nothing shall preclude a permanent employee returning from leave without pay from applying, and being considered for, a position in a higher salary grade for which the employee meets the qualifications.

ARTICLE 20

TRANSFER OF LEAVE CREDITS

SECTION 1. An employee who transfers from one agency or department of the employer to another shall have all accrued vacation and sick leave credits transferred to the new agency or department.

1.1 If the employee has compensatory time credits at the time of the transfer the employee shall be paid at the current hourly rate of pay for all such accumulation by the agency from which the transfer is made.

1.2 The provisions of this section also apply to an employee who separates from one agency and is appointed to another agency or department on the following work day.

ARTICLE 21

LODGE LEAVE

SECTION 1: Bargaining unit members may request and, based upon staffing considerations, the Employer may grant a reasonable amount of paid leave, not to exceed 320 hours per year total for Lodge business. Requests to utilize Lodge Leave shall be submitted to the Employer in advance of the date of intended use. Lodge leave will be utilized for steward time. When Lodge leave is utilized for steward time, the Lodge representative shall notify and receive permission from the member's chain of command prior to leaving the job location to conduct union business. Lodge leave requests shall not be unreasonably denied.

SECTION 2: At least five (5) and no more than seven (7) bargaining unit members shall be allowed a reasonable amount of time not to exceed sixteen hours of meet and confer (paid) leave time per member to attend meetings in preparation for negotiations if the contract is opened at the end of its term.

SECTION 3: The Lodge will be permitted to conduct four (4) regional meetings per year at locations determined by the Lodge. Lodge and Employer representatives shall meet on or before February 1st of each year of this agreement to schedule the four (4) regional meetings that are to be held that calendar year to ensure that the meetings do not cause an undue disruption in work and are scheduled based upon operational needs. With prior approval and based on operational needs, up to ten (10) Lodge members, designated by the Lodge, shall be allowed to attend the meetings drawing upon the bank of hours identified in Section 1 of this Article. Additional Lodge members, who are stationed within the region where the meeting is held may be allowed to attend the regional meeting with approval from their immediate supervisor. The attending Lodge members shall be allowed to drive their department vehicles to and from the meeting location, but

shall be subject to call while attending. Once such meetings are scheduled, the meetings shall not be cancelled except in cases of emergency as determined by the Secretary or his designee.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

SECTION 1. Employees in this unit will be encouraged to enhance their job-related knowledge and skills through participation in various work related conferences, workshops, and seminars when funding is available. The employee's participation must be approved through the chain of command. Time spent in the actual training activities and eligible travel time, consistent with the provisions of the Fair Labor Standards Act, will be considered working time and compensable.

SECTION 2. Employees in this unit may be directed by the employer or may request on their own initiative to attend the work-related training activities. Requests to attend such functions which are submitted by employees shall indicate the nature of the function to be attended, the time away from normal duties necessary to attend the function, and the approximate costs of registration, per diem or other travel expenses in accordance with applicable rules and regulations established by the Department of Administration.

SECTION 3. Employees in the unit shall make requests to attend professional development opportunities through their divisional chain of command. Any training that costs under \$400, including Lodging and per diem, but excluding work hours and state vehicle mileage may be approved by the Regional Captain or Parks Division Director, as appropriate. Any training that exceeds this amount must be approved by the Division Director.

SECTION 4. Seeking professional development training opportunities is primarily an individual officer responsibility. Employees in the unit that identify professional development training opportunities may share them via email with other unit members and submit the request to attend the professional development training through their respective chain of command for approval to attend. Notification of training opportunities, other than in section 5 below, that come to the attention of, and are endorsed by either the Law Enforcement or Parks Division Director shall be disseminated via email to all bargaining unit members in their Division.

SECTION 5. Selection for attendance at professional development training opportunities that fall under the categories of, but not strictly limited to; Boating, Firearms, Custody and Control, K-9, and Investigations will be made by the employer. Once bargaining unit members receive the training in these specialized categories, they will not be permitted to attend the same training unless such training is necessary to maintain a specialized certification or for other legitimate business reasons. Efforts to include additional professional development training opportunities in these categories will be made if funding and seat availability exist, and the needs of the respective division allow it.

SECTION 6. Selection consideration for professional development training attendance will be made based on the following order, but are not strictly limited to;

- 6.1** Agency, or Divisional need
- 6.2** Funding availability
- 6.3** Staff coverage
- 6.4** Regional Need
- 6.5** Officer Performance in a particular area, or in general
- 6.6** Officer Development need
- 6.7** Officer Interest in a particular area
- 6.8** Order in which the request was received
- 6.9** Seniority (if applicable)

SECTION 7. Employees in this unit will submit a summary of the professional development training attended that includes the subject of the training, what they learned from the training, and a recommendation whether to send additional personnel to the training. The summary will be submitted within seven (7) days of the end of the training through their chain of command to the respective Division Director, or their designee.

ARTICLE 23

PROMOTION AND VACANCY PROCEDURES

SECTION 1. With the exceptions noted below, the employer agrees that all job openings (vacancies to be filled) in the appropriate unit shall be posted not less than seven (7) days prior to the closing date of the announcement. Employees officed in their homes shall receive individual announcements of such vacancies and these announcements shall be e-mailed not less than seven days, prior to the closing date of the announcement. Such notification shall include the date of the closing, the location where the vacancy exists and the person to be contacted. Notice of a job vacancy to be filled shall not be required, except as noted below, when filling a temporary position, when a position is filled by demotion or transfer, when a position is reallocated with an incumbent (which is not a vacancy), when filling a Governor's trainee position or when the Director of the Division of Personnel Services determines that for good cause such notice is not necessary.

Subject to the provisions of K.A.R. 1-6-23, upon receiving an application for the vacant position from an individual who is eligible for a Kansas employee preference, the appointing authority shall offer the position to the individual if the individual meets the minimum requirements for the position and the remaining requirements of this regulation.

Each veteran who meets the minimum requirements for a vacant position shall be offered an interview for that vacancy when all of the following conditions are met:

- (1) The vacancy is a regular position;
- (2) A notice of vacancy, including a notice of an internal vacancy, has been posted for that position in accordance with the provisions of K.A.R. 1-6-2;
- (3) No individuals who are eligible for the Kansas employee preference program have applied for that vacancy.
- (4) If screening procedures are applied to other applicants in the pool, the same screening procedures will be applied to veterans.

The veterans' preference set forth above shall not apply to any veteran who was dismissed or did not resign in good standing from state service.

SECTION 2. In all openings for positions in this unit for which a notification of job vacancy is required, promotional or transfer candidates that are permanent status employees within this unit of the Department will be given preference, except as noted in Section 1 or subsection 2.4 of this article, for the appointment provided the internal candidate(s), in the judgment of the Director of Human Resources:

- 2.1 Meets the Required Class Skills and Necessary Special Requirements for the job classification;
- 2.2 Possesses the Preferred Selection Criteria involving specific position related skills, knowledge or performance capabilities needed in order to successfully perform the duties assigned to the position being filled;
- 2.3 Has maintained a satisfactory work record and has not received a suspension or disciplinary demotion within the past year, and that:
- 2.4 A veteran interviewed for the vacancy does NOT possess, in the judgment of the Employer, superior qualifications for the position.

SECTION 3. When it is determined that a vacant position is to be filled, the notice of the job vacancy shall contain not only the Required Class Skills and Necessary Special Requirements but also any Preferred Selection Criteria relating to specific position related skills, knowledge or performance capabilities in order to eliminate confusion or subjective judgments in the application and selection process to the greatest extent possible. When a vacant position is filled, unsuccessful internal candidates shall receive a written explanation of the basis for the decision in a timely manner upon the candidate's request.

SECTION 4. Any employee applying for a vacancy as a transfer, voluntary demotion or promotion must do so in writing within the specified time frame and to the party indicated on the vacancy announcement. A transfer, as that term is used in this section, means a change by an employee who meets the required selection criteria from one position to another position with a close similarity of duties, essentially the same basic qualifications, and the same pay grade. A demotion means the movement of an employee from a position in one class to a position in another class having a lower pay grade, either on an involuntary basis for disciplinary purposes or on a volunteer basis. A promotion means a change of an employee from a position in one class to a

position in another class having a higher pay grade, by an employee who meets the required selection criteria for promotion.

ARTICLE 24

COMPENSATION

SECTION 1. Employees in this unit shall be compensated in accordance with the Pay Plan found in Appendix B of this Agreement. Beginning on the pay period immediately following the implementation of this Agreement, bargaining unit members shall be placed on the appropriate step of the Pay Plan that is commensurate with their years of service in their respective position. For all years following the implementation of this Agreement, bargaining unit members, who are eligible for a step increase, shall advance to the next pay step on the anniversary of their date of hire, provided that they receive a rating of "satisfactory" or higher on their most recent employment evaluation.

SECTION 2. During the term of his agreement, if the Kansas Legislature authorizes and funds a pay increase to employees of this unit in any combination of step movement, COLA increases, bonuses or other compensation increases, bargaining unit members shall receive such increase in compensation.

ARTICLE 25

SHIFT DIFFERENTIAL AND PREMIUM PAY

SECTION 1. Because employees in the appropriate unit within the Law Enforcement Division normally determine their own work hours on scheduled work days and the Parks Division are not currently utilized in a manner consistent with regularly scheduled shifts, and because regularly scheduled multi-shift operations are not used by these divisions, shift differential payments will not be made to employees within the unit.

SECTION 2. Starting on the Friday before Memorial Day through Labor Day each year, law enforcement certified bargaining unit members assigned to the Parks Division who work assigned hours or in response to an emergency situation as defined in Article 8, Section 3 of this Agreement between 6 p.m. and 6 a.m. shall receive premium pay at the rate of seventy-five cents (\$.75) per hour in addition to the employee's regular rate of pay.

ARTICLE 26

CALL-IN AND CALL-BACK

SECTION 1. Employees assigned to the Parks Division, who are called back to work after having completed their assigned regular work schedule on that work day, and having left the work site will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work. The minimum shall not apply if the employee was on stand-by, 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 hours actually worked shall be credited in determining eligibility for overtime compensatory time off, at the time-and-a-half rate, or compensatory pay, at the time-and-a-half rate.

SECTION 2. Employees, assigned to the Parks Division who are called in to work on a regular scheduled day off, will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

SECTION 3. As provided in Article 8, Section 1, Employees in the Law Enforcement Division may submit proposed days off to their supervisor at least two weeks in advance of the workweek for approval or modification. Employees assigned to the Law Enforcement Division who perform work on any work day pursuant to a request by either their supervisor, or a member of the public for assistance on which they have been scheduled not to work and such work meets the criteria of an emergency defined in Article 8, Section 3, and under either circumstance such request requires that the employee leave their residence, then the employee will be given a minimum of two (2) hours of work or two (2) hours pay if given less than two (2) hours work and the employee will prepare a written report in a manner determined by the employer regarding the call-in/call-back. Only hours actually worked shall be credited in determining eligibility for overtime compensatory time off, at the time-and-a-half rate, or compensatory pay, at the time-and-a-half rate. Officers shall be compensated in accordance with the employee's individual compensatory time agreement.

If the request can be dealt with by the employee without leaving their residence, then the employee shall adjust the remainder of the employee's work schedule within such workweek to avoid exceeding 40 hours of actual work and shall not be eligible for call-back pay and shall advise their supervisor of such adjustment. However, if such request to perform work is made on the last work day of a workweek, and the actual hours worked for that workweek are in excess of 40, then payment shall be in accordance with the employee's individual compensatory time agreement.

SECTION 4. If a request as described in Section 3 above is received by a Parks Division employee and the request can be dealt with by the employee without leaving his or her residence, then the employer shall adjust the remainder of the employee's work schedule within that workweek. If the employer does not provide the adjustment and the actual hours worked for that workweek are in excess of 40, then payment shall be in the form of overtime compensatory time off, at the time-and-a-half rate, or compensatory pay, at the time-and-a-half rate, in accordance

with the employee's individual compensatory time agreement.

ARTICLE 27

STAND-BY

SECTION 1. Only the employer may require an employee to be on stand-by. Stand-by time means a period of time during which the employee is required, at the employer's direction, to remain available to the agency within a specified response time. The employer's direction to the employee to carry an operating mobile/cellular telephone or other electronic recall device does not place the employee in stand-by status nor make the employee eligible for stand-by pay. An employee on stand-by shall remain available at the employer's direction for recall to perform necessary work. Stand-by assignments shall be limited to work situations where a probability for emergency recall of employee(s) exists.

SECTION 2. Employees on stand-by who are called in to work shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.

SECTION 3. An employee on stand-by as defined in Section 1 above, who is not available when called, and who does not present reasonable justification for failure to report when called shall lose stand-by compensation for that stand-by period and may be subject to the appropriate disciplinary action.

SECTION 4. When the employer designates a particular telephone number at a location designated by the employer or restricts the employee to the employer's premises, the employee shall be compensated at his/her regular rate of pay and shall not receive stand-by compensation.

SECTION 5. Bargaining Unit members who are eligible to receive overtime shall be compensated at the rate of one dollar (\$1.00) for each hour they are required to serve on stand-by status. Any provisions of this section relating to stand-by compensation which are affected by amendments to the Kansas Administrative Regulations as promulgated by the Rules and Regulations Filing Act shall be adhered to as subsequently amended.

ARTICLE 28

ACTING ASSIGNMENTS

SECTION 1. An employee in the appropriate unit who has permanent status in one position may be assigned to perform the duties of another position, provided that the acting assignment be for a

period of time greater than thirty (30) consecutive days but less than one (1) year, and the employee meets the qualifications for the position. Documentation of the acting assignment shall be signed by the appointing authority and shall be placed in the employee's personnel file.

SECTION 2. If the employee is acting in a position assigned to a higher salary range than that of the employee's normal position, the employee shall be paid at a step on the higher range that gives the employee an increase in pay. Such an increase shall not exceed the highest step possible if the employee were being promoted to the position. The employee may receive salary step increases in accordance with applicable salary step increase regulations during an acting assignment.

SECTION 3. If the employee is promoted to a position in which the employee has served in an acting assignment, the salary shall remain at the amount paid during the acting assignment. Any accumulated months shall count towards the next pay increase. The time served in the acting assignment may be credited towards the promotional probationary period.

ARTICLE 29

HEALTH INSURANCE

SECTION 1. Employees in this unit may participate in the State of Kansas Group Health Plan as established by the State of Kansas Health Care Commission.

ARTICLE 30

RETIREMENT BENEFITS

SECTION 1. Upon employment as provided in the eligible participant's plan, employees in this unit will participate in the retirement program as provided by statute for their agency and job class and as administered by the Kansas Public Employees Retirement System (KPERS), which, as an umbrella organization also administers the Kansas Police and Firemen's Retirement System (KP&F).

SECTION 2. When authorized by the Kansas Legislature, unit members presently in the KPERS will be transferred to KP&F. The parties to this Agreement recognize that if Legislative action does not provide for the transfer of unit members to the KP&F, unit members will continue to participate in KPERS.

SECTION 3. The Department will agree to support gubernatorial and legislative consideration of participation in KP&F for eligible law enforcement personnel and will request funding to finance the costs associated with the transfer of eligible members to the KP&F for future service participation if such transfer is approved by the Kansas Legislature and the Governor

ARTICLE 31

WEARING APPAREL

SECTION 1. The department has chosen to place certain groups of employees in uniform, including law enforcement employees, due to the nature of their work and the advantages of ease of recognition. The uniform serves to identify these groups as employees of the department, provide a professional appearance and instill authority. While on duty, employees are required to wear issued uniform components as provided by policy or directed by superiors.

SECTION 2. Each employee in this unit shall be initially issued a complement of articles of clothing to be worn as uniforms during the performance of their assigned duties. Uniforms shall be provided which reasonably accommodate the special tailoring needs of both male and female officers. These uniform components will consist of articles which when worn together will comprise either a dress uniform, a field uniform, or a special assignment uniform. Supervisors may authorize the wearing of other appropriate clothing when necessary due to the nature of the work being performed.

SECTION 3. Uniforms are to be worn and maintained in a professional manner. Uniform components may not be combined to create a non-uniform appearance. The issued sidearm and duty belt is to be worn over the uniform as provided by policy. Tie tacks, pins and other appropriate awards may be worn as approved by the immediate supervisor.

SECTION 4. UNIFORM REPLACEMENT ALLOWANCE: After the second year of employment, each unit member will have the opportunity to obtain Department approved uniform components to replace items which are no longer serviceable. Replacement orders may be initiated by officers through the Department in an amount up to \$400 annually, beginning July 1 of each year. Department mandated changes or additions will initially be provided by the Department. Extenuating circumstances involving individual officers' uniforms, upon written documentation by the officer, will be taken into consideration by the officer's Division Director for any necessary adjustment to the \$400 annual allotment. With prior approval from the employee's immediate supervisor, other duty-related items including approved footwear, waders, bug spray, sunblock, rifle plates and protective eyewear may be considered for purchase with the uniform allowance. Responses to requests for an additional uniform allowance will not be grievable. Improper care or loss of uniform items will be dealt with through the performance appraisal or disciplinary process.

SECTION 5. UNIFORM COMPONENTS: Each employee in this unit shall be issued the following uniform component articles of clothing. An agency issued badge and nameplate is to be worn with uniforms.

- A. Uniform slacks
- B. Uniform jeans

- (Any combination of A. and B. which totals 6)
- C. (6) Uniform shirts of long or short sleeve, in any combination at the discretion of the officer.
 - (*) D. (1) Heavy parka style winter coat
 - (*) E. (1) Insulated wind breaker style jacket
 - (*) F. (2) Light weight summer caps
 - (*) G. (1) Straw hat (Western Style)
 - (*) H. (1) Felt hat (Western Style)
 - (*) I. (1) Safety orange cap
 - (*) J. (1) Safety orange vest
 - (*) K. (2) Stocking caps (1 orange, 1 camouflaged and/or solid color to compliment the uniform)
 - (*)(&) L. (1) Hooded sweatshirt
 - (*)(&)(%) M. (1) Pair heavy coveralls
 - (*)(&)(%) N. (1) Rain suit (Coat & Pants)
 - (*) O. (2) Pair of gloves
 - (*) P. (1) Necktie
 - (*)(&)(%) Q. (2) Pairs of shorts
 - (*)(&)(%) R. (2) Sport shirts (Polo style)

NOTE

- (*).....Issuance is at the option of each officer
- (%).....Boating Officers may opt for five (5) of each item
- (&).....Marked or unmarked at officer option
- (\$).....Need not be color coordinated

SECTION 6. FIELD UNIFORMS: Field uniforms are approved for wear year round. Specific uniform pieces to be worn shall be as directed for special events or as selected by the officer for routine field duty in accordance with the nature of the duties to be accomplished on that given day, and shall reflect the professionalism of the department. Each officer may determine whether to wear light or heavy coats, long or short sleeve shirts, light or heavy coveralls, light, heavy, or no headgear, etc., to accommodate their individual comfort in various weather conditions, but the minimum uniform shall consist of not less than the uniform shirt with badge or other approved insignia of law enforcement authority, slacks or jeans, side arm and duty belt and footwear. Short sleeve uniform shirts and shorts, or sport shirts and shorts may be worn by officers engaged in boating activities or as otherwise authorized by management. Employees, who choose to wear an outer ballistic over vest, shall be permitted to utilize the vest to carry all department authorized equipment, with the exception of knives, handcuffs, firearms, and additional magazines. However, additional magazines and handcuffs may be worn on the outer vest when it is tactically necessary as determined by the employee.

SECTION 7. DRESS UNIFORM: Dress uniforms are approved for wear year round. Specific uniform pieces to be worn shall be as directed for special events or as selected by the officer and shall reflect the professionalism of the department. Dress uniform components are restricted to uniform slacks, long or short sleeve uniform shirts, necktie, felt or straw hat, approved coat as Except as otherwise directed, neckties, headgear, and coats/jackets may be worn at the option of the officer.

SECTION 8. "LEATHERS": Each employee in this unit shall be provided with one set of "leathers" consisting of a gun belt, holster, and receptacles necessary to hold required enforcement equipment. The "leathers" shall be constructed of leather or simulated leather or it shall be constructed of "nylon" or other synthetic material.

SECTION 9. CARE, USE AND RETURN: Upon separation from the Department, all uniform items provided by the employer are to be returned to the immediate supervisor, or if directed, to the regional supervisor. Care and cleaning of all uniform items are the responsibility of the employee.

SECTION 10. MISCELLANEOUS: Each employee in this unit shall be provided with all wearing apparel in the determination of the employer that is necessary to perform the duties incumbent in their employment as an NRO. The employer may require employees to wear employer-provided ballistic vests in appropriate circumstances. When replacing currently issued ballistic vests, the threat level of the new ballistic vest shall be equivalent to or greater than the department issued duty handgun.

ARTICLE 32

LAYOFF AND RECALL

SECTION 1. The Department with the approval of the Secretary of Administration, may layoff employees in the classified service when the employer deems it necessary by reason of shortage of funds or work, the return of an employee on authorized leave, the abolition of a position or other material changes in duties or organization. The employer may designate a geographic area, an organizational unit and/or job classes within which employees are to be subject to layoff. The employer also may limit the layoff to full-time employees or to employees employed on less than a full-time basis. The employer may also permit an employee to bump into any class in which the employee previously had permanent status. When a layoff is limited to full-time employees or less than full-time employees, any employee with permanent status may exercise bumping rights into a position filled by any employee with probationary status only within the group of employees having the same full-time or less than full time status. Otherwise, any employee with permanent status may exercise bumping rights into positions filled by probationary employees anywhere within the agency, provided the permanent employees meet the required selection criteria for the classes.

SECTION 2. Layoff scores shall be computed by the employer for each employee in the agency in the class or classes of positions identified for layoff and for employees in classes of positions that may be affected by the exercise of bumping rights. Layoff scores shall be computed according to the formula: $A \times L$, where:

A = average performance review rating of the employee, as described below; and

L = the length of service, as defined in Article 10 of this agreement, expressed in months.

2.1 Except as otherwise authorized by this subsection, the performance evaluation ratings used in computing the layoff score of an employee shall be the average of the most recent ratings for the employee during the last five years, up to and including five ratings, if the employee has as many as five ratings. However, a rating resulting from a special performance review that is given for a rating period ending within 90 calendar days of any notice of the layoff to the director shall not be counted. Performance reviews completed for rating periods ending on or after the date the appointing authority notifies the director in writing that a layoff is to occur shall not be considered in computing layoff scores; however, the appointing authority may designate a uniform earlier cutoff date to identify which performance evaluation ratings shall be used in computing layoff scores.

2.2 Point values shall be assigned to performance reviews as follows: A rating of exceptional shall have a value of five; a rating of satisfactory, a value of three; and a rating of unsatisfactory, a value of zero.

2.3 In case of identical layoff scores, and if some, but not all, of the persons with the same score need to be laid off, preference among such persons shall be given to any veteran, any surviving spouse of a veteran, and any orphan of a veteran, in that order. If further ties remain, preference in retention shall be given to the person with the greatest length of service. If a tie still exists, the next preference shall be given to the person with the greatest length of service within the Department.

SECTION 3. The layoff list shall be based on the order of the layoff scores. The person with the lowest layoff score shall be laid off first. If more than one person is to be laid off, the persons to be laid off shall be selected on the basis of the lowest layoff scores.

3.1 Each employee in a position identified for layoff or who may be affected by layoff and each employee who may be laid off through the exercise of layoff bumping rights shall be notified in writing by the employer at least 30 days prior to the date of layoff.

SECTION 4. Bumping shall occur within the layoff group identified in the agency's layoff notice, or agency-wide if the agency has not designated a layoff group. If the criteria set forth in subsections 4.1 and 4.2 of this article have been met, any employee with permanent status, or any employee considered permanent for layoff purposes only, who is scheduled for layoff shall only bump into a lower class in which the employee previously had permanent status, unless the employee's position is in a class which is part of a class series designated by the appointing authority in the agency's layoff notice. If such a class series is designated in the agency's layoff notice, then the employee shall be permitted to bump into a lower class in the class series. Except as provided below, in order for an employee with permanent status to exercise bumping rights, the employee shall meet the following criteria.

4.1 The employee to be bumped shall have a lower layoff score than the person exercising the bumping right.

4.2 The employee to be bumped shall have the lowest layoff score in the employee's job class of anyone in a position not scheduled for layoff.

4.3 No permanent employee shall be laid off if:

4.3.1 Subject to the provisions of Section 1, there is a position filled by an employee on original probation employee anywhere in the agency;

4.3.2 The employee with permanent status scheduled to be laid off is interested in the position; and

4.3.3 The employee with permanent status is eligible for transfer or demotion to the position.

4.4 Any employee who is not scheduled for layoff, but whose position will be vacated during the layoff and bumping process, and who refuses to accept a transfer or demotion to another position, may request to be laid off voluntarily. Any employee who has been granted a voluntary layoff shall have reemployment rights.

SECTION 5. At the layoff conference, each employee shall be informed of his or her right to seek reemployment opportunities with the state, including placement assistance provided by the Department of Administration, Office of Personnel Services. Placement assistance shall be available to the affected employee for up to three years after the effective date of the layoff.

SECTION 6. REEMPLOYMENT. Pursuant to the provisions of K.A.R. 1-6-23, each employee who is laid off, or demoted or transferred in lieu of layoff, shall be placed in a reemployment pool until the employee is reemployed or for three years from the date of the layoff, whichever occurs first. Individuals in the reemployment pool shall be given the opportunity to apply for vacancies which have been designated by agencies as open to employees within that agency only.

SECTION 7. KANSAS EMPLOYEE PREFERENCE. Subject to the provisions of K.A.R. 1-6-23, upon receiving an application for the vacant position from an individual who is eligible for a Kansas employee preference, the appointing authority shall offer the position to the individual if the individual meets the minimum requirements for the position and the remaining requirements of this regulation. A laid off employee is eligible for the Kansas employee preference program for a period of up to one year.

SECTION 8 INFORMATION REGARDING LAYOFF. In the event of a layoff, the employer shall provide to the Lodge and any affected employee upon written request by the affected employee the employee's layoff score, and documentation related to the layoff determination.

ARTICLE 33

SAFETY

SECTION 1. While it is recognized that there are certain hazards associated with employment as a NRO every employee has the right to expect to be employed in an environment which is free from safety and health hazards to the greatest extent possible. The employer and the Lodge stand together in their commitment to insure the safest working conditions possible for all employees.

SECTION 2. There shall be created a unit health and safety committee. The purpose of this committee will be to propose solutions to safety and health hazards to the appropriate Division director or agency management committee as appropriate.

SECTION 3. Lodge representation on the committee shall include one employee from each region of the Law Enforcement division of the agency and one employee from the Parks division of the agency for a total of three people. The Department may appoint an equal number of additional committee members from the Law Enforcement and Parks divisions (3) plus members to represent other divisions. The chairperson of the committee shall be selected by the Secretary

SECTION 4. The committee shall meet twice each calendar year, with additional committee or subcommittee meetings as approved by the Assistant Secretary of Operations.

SECTION 5. The committee shall evaluate and/or investigate safety and health hazards or problems for the purpose of proposing solutions to the appropriate division director or to develop policy recommendations for submission to the Secretary. The Committee shall receive written responses to their proposals from the official to which their proposal was directed or from the appropriate management staff member. Issues of employee safety and health hazards within the purview of this committee include but are not limited to structural damage, work environment problems, communicable diseases and job injuries. The attendance of employees appointed to this committee shall be in pay status.

SECTION 6. The committee shall be formed by the Department within 90 days from the date the Lodge submits their nominees.

SECTION 7. LABOR-MANAGEMENT COMMITTEE

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

Each party shall be represented by no more than four representatives. The date and time shall be as mutually agreed to by the parties. Each party shall provide the other with a written list of the subjects to be discussed and a list of designees at least seven (7) calendar days prior to said meeting. Other matters may be discussed by mutual oral agreement at the meeting. If needed for input, other participants may be permitted to attend the meeting by agreement of the parties prior to the meeting.

Lodge participants shall be allowed to attend in regular work status at regular pay, and if the meeting is scheduled on a participant's assigned day off, the Lodge member shall receive another day off to compensate for the lost day off.

ARTICLE 34

TRAVEL AND MEAL REIMBURSEMENT

SECTION 1. Employees in this unit shall receive travel and meal reimbursement in accordance with applicable rules and regulations established by the Division of Accounts and Reports.

SECTION 2. For approved use of their privately owned vehicles to participate in under cover activities approved by their immediate supervisor, employees in this unit shall receive private vehicle mileage reimbursement at the maximum rate established by the Division of Accounts and Reports for that category of privately owned vehicle used.

SECTION 3. To avoid undue hardship on employees, the state has contracted, for the duration of that agreement, with the designated financial institution to provide personal credit cards to employees who travel frequently on state business. Even though obtained through the state, each credit card and its use is the personal responsibility of the employee to whom the card was issued

ARTICLE 35

GRIEVANCE PROCEDURE

SECTION 1. Any grievance or dispute arising as to the interpretation or application of the provisions of this agreement shall be settled in the following manner. Nothing in this article or elsewhere in this agreement applies to matters of demotion, dismissal, suspension, performance review ratings or any other subject deemed to apply to matters for which a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations. This procedure does not apply to employees in the appropriate unit during their probationary period of service. The fact that an employee has filed other complaints or petitions asserting a Federally protected class right which otherwise would qualify as a grievance shall not prevent the employee from pursuing the grievance process, but the employer shall have the right to assert any and all defenses to such complaints or petitions, including failure to exhaust administrative remedies.

Except as provided in Section 2 below, an employee may have an appropriate representative present to represent him or her at any step of the grievance procedure if the employee so desires. If the employee is to be represented, the employee shall be represented by a Lodge representative, and/or an attorney of the employee's choosing at the employee's expense, or an individual who does not hold herself or himself out as a representative of any other organization.

If the employee chooses not to be represented by the Lodge, the Lodge shall be notified of the grievance and permitted to participate in all grievance resolution proceedings as an interested party to the interpretation of the agreement. If the grievance is filed by the Lodge on behalf of the entire bargaining unit or if the grievance affects multiple bargaining unit members, the Lodge shall file the grievance with the Human Resources Director who shall forward the grievance to the appropriate employer representative or to the person at the appropriate level within the steps of the grievance procedure outlined below.

SECTION 2.

Step 1: The employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) calendar days of its occurrence or the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within ten (10) calendar days. The employee may be represented by an FOP Lodge representative or an attorney at any step of the grievance procedure except this oral effort at reconciliation.

Step 2: If the grievance has not been settled in Step 1, it shall be presented in writing by the employee to the successively higher supervisory level or his or her designee within ten (10) calendar days after the response from the supervisor is due in Step 1 above. The second level superior or his or her designee shall respond in writing within ten (10) calendar days following receipt of the written grievance.

Step 3: If the grievance has not been settled in Step 2, it shall be presented in writing by the employee to the successively higher supervisory level or his or her designee within ten (10) calendar days after the response from the second level superior or his or her designee in Step 2 above is due. The third level superior or his or her designee may hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) calendar days to the aggrieved employee.

Step 4: If the grievance has not been settled in Step 3, it may be presented in writing by the employee to the successfully higher supervisory level or his or her designee within ten (10) calendar days after the response from the third level superior or his or her designee in Step 3 above is due. The fourth level superior or his or her designee may hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) calendar days to the aggrieved employee. If the fourth level superior is the Secretary the Secretary's response shall be final and not subject to further administrative appeal within the Department.

Step 5: If the grievance has not already been submitted to the Secretary and if the grievance has not been settled in Step 4, it may be presented in writing to the Secretary or his or her designee within ten (10) calendar days after the response from the fourth level superior or his or her designee in Step 4 above is due. The Secretary or his or her designee may hold an informal meeting to obtain information regarding the grievance and shall respond in writing within fifteen (15) calendar days to the aggrieved employee. In cases of discipline not appealable to Kansas Civil Service Board in accordance with the Kansas Civil Service Act, this step shall constitute the last level of administrative appeal within the Department. In cases involving the interpretation of this agreement, arbitration may be requested by the Employer or the Lodge as outlined in Section 3 below.

SECTION 3. ARBITRATION

- 3.1** Notice in writing of intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within fifteen (15) calendar days of receipt of the Secretary's written response as outlined in Step 5 above. The notice shall set forth the articles or sections of this Memorandum which are claimed to require modification or reversal of the decision previously made. If notice of intent to arbitrate is not delivered within fifteen (15) calendar days, the grievance shall be deemed abandoned.
- 3.2** Within twenty-one (21) calendar days after the above notice is delivered, the parties will mutually agree upon an arbitrator or jointly obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). After receipt of the panel, the parties will alternately and independently strike unacceptable arbitrators from a list with the last remaining arbitrator being selected. The process of selecting an arbitrator shall be accomplished within fifteen (15) calendar days after

the receipt of the panel from FMCS. The deadline to select an arbitrator may be extended by mutual agreement of the parties.

3.3 Employees appearing as witness for either the Employer or the Lodge shall be paid for the time spent in attending an arbitration proceeding.

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

3.4.1 The arbitrator shall have the authority to determine the procedural rules of arbitration, and shall have the ability to make such orders as are necessary to enable him to act effectively. The arbitrator shall issue a final decision in writing, which shall be final and binding on all parties.

3.4.2 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.

3.4.3 In the resolution of disputes between the parties of this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him by the parties in the presence of each other or by agreement of the parties

3.4.4 The arbitrator shall have no authority to usurp, subtract from, modify or exercise any management right of the Employer.

3.5 The cost of the arbitrator shall be shared equally by the Employer and the Lodge. The arbitrator's decision shall be in writing, and shall be binding unless the Secretary requests review of the decision by the Governor within thirty (30) days of the receipt of the decision. Such request for review shall fully explain the rationale for modification of the arbitrator's decision. In the event a request for review is filed with the Governor, the Lodge shall have opportunity to submit a statement of position to the Governor within fifteen (15) days of receipt of the request for review. The Governor may set aside the decision of the arbitrator within seventy-five (75) days of the request for review. The Governor's decision shall be final. Should the Governor modify, alter or correct the arbitrator's decision, the Lodge may challenge such modification in a court of competent jurisdiction, pursuant to the Kansas Judicial Review Act.

SECTION 3. Time limitations at any step of the procedure may be extended by mutual agreement of the parties. Any grievance not so extended or appealed to the next level within the appropriate time limitation specified herein shall be considered settled on the basis of the response received at the previous step and any right to proceed on the matter is deemed waived. The failure of any member of management to respond to the grievant within the appropriate time limitations shall permit the grievant to advance the grievance to the next step of the procedure.

SECTION 4. Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall be grievable under the provisions of the most recent agreement between the parties.

SECTION 5. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

SECTION 6. Nothing in this procedure shall be deemed to prevent employees from exercising any right of appeal, judicial review, or any other legal rights afforded them by law or constitution of the United States or the State of Kansas.

ARTICLE 36

LODGE STEWARD SYSTEM

SECTION 1. The Lodge shall have the right to designate members of the unit to serve as stewards. The employer agrees to recognize these stewards as a means of promoting an effective labor-management relationship through the resolution of grievances at the lowest possible level of organization.

SECTION 2. The Lodge shall provide to the Director of Human Resources of the Department and maintain on a current basis, a list of all Line and Executive Board stewards for the appropriate unit.

SECTION 3. Line stewards and Executive Board stewards will be allowed a reasonable period of time during working hours, without loss of pay or leave, for the purpose of discussing or investigating grievances.

3.1 LINE STEWARDS Reasonable time for this purpose shall be interpreted to mean not more than a combined total of twenty (20) hours per month statewide. Line stewards shall provide assistance within the division of their employment, and shall be allowed to travel to and from and attend meetings held within the divisional region in which they are assigned to work for this purpose during working hours, while in uniform, and in a state vehicle, so long as the combined total monthly hours for that region are not exceeded, provided such hours and vehicle miles are recorded on the steward's activity report.

3.2 EXECUTIVE BOARD STEWARDS Up to three (3) Executive Board stewards will be allowed up to four (4) hours per month to perform the duties of a steward, consistent with the provisions in 3.1 above, with the following exceptions.

- a) The Executive Board steward will be allowed to travel to any

Law Enforcement or Parks Division region in which neither a Line nor an Executive Board steward has been appointed, or

- b) The Executive Board steward will be allowed to travel to an adjacent Law Enforcement or Parks Division region in which the appointed steward(s) are not available to assist with the grievance on a timely basis.

3.3 REQUESTS FOR ADDITIONAL TIME If additional time is needed for the purpose of discussing or investigating grievances, a request for additional time may be directed to the Director of Human Resources for up to four (4) additional hours per month per region.

SECTION 4. Upon request of an employee in the appropriate unit for assistance, the steward and the affected employee may request to be excused from assigned work activities to discuss or investigate a grievance. The steward and the affected employee must receive permission from their immediate supervisor(s) to leave their work area(s) and must report back promptly when the grievance discussion is completed. When a steward requests time to discuss a grievance, the steward shall advise his or her supervisor of the employee with whom the discussion will take place and where that discussion is planned. The two employees' supervisors shall then determine a convenient time when the steward and the grievant can meet for a time not to exceed one (1) hour.

SECTION 5. Before attempting to act on any problem on behalf of an employee, the steward will insure that the matter has been discussed by the grievant with his or her immediate supervisor.

SECTION 6. The paid or unpaid time off during work hours granted to stewards and employees requesting their assistance will not be unreasonably withheld. The steward will not use this time to discuss matters connected with the internal management and operation of the Lodge, the collection of dues or assessments, the solicitation of membership, the distribution of literature, to campaign for elective office in the Lodge or to solicit grievances or complaints.

ARTICLE 37

CRITICAL INCIDENT PROCEDURE

The Employer agrees to maintain all rights and privileges granted by the United States Constitution and the Constitution of the State of Kansas for all unit members.

ARTICLE 38

SAVINGS CLAUSE

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

ARTICLE 39

DURATION AND TERMINATION

This Memorandum of Agreement shall take effect on the first day of the payroll period following signature of this agreement by the Secretary of Administration and shall expire on December 31, 2025. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before June 1, 2025. If notice to modify or amend is given, it shall contain a statement of the general issues or areas in which changes are desired, and meet and confer meetings shall begin on or before July 1, 2025. All articles and/or sections of the 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. The prior agreement shall remain in effect until a successor agreement is reached.

ARTICLE 40

COPIES OF AGREEMENT

After approval and ratification of the Memorandum of Agreement, the agreement shall be made available for viewing or printing on the Kansas Department of Administration Personnel web site: <http://www.da.ks.gov/ps/subject/labor/laborrelations.htm>.

Additionally, the Department shall provide printed copies of said agreement to all new unit members after the approval and ratification of the agreement.

IN WITNESS WHEREOF the parties have set their hands this 11 day
of May, 2023

State of Kansas

Fraternal Order of Police, Lodge
No. 59

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]
[Signature] .VP.
[Signature]

[Signature]
Brad Loveless, Secretary

[Signature]
Adam Proffitt
Secretary of Administration

Date 05/11/2023

Appendix A

COMPENSATORY TIME AGREEMENT

In accordance with the Fair Labor Standards Act (FLSA), the Department has a policy of granting compensatory time off to overtime eligible employees in lieu of paid compensation for overtime worked in excess of 40 hours per week or other permissible work schedules for law enforcement, firefighting, emergency management. A copy of this policy (B-8), dated January 10, 1999, has been provided to me. I understand that the compensatory time will be granted at time and one-half for all hours worked in excess of 40 hours per week or other permissible work schedules.

* * * * *

I agree to accept compensatory time off as compensation for overtime worked as a condition of my employment and consent to the use of compensatory time in accordance with this policy.

SIGNATURE

DATE

PRINTED NAME

* * * * *

I do not agree to accept compensatory time off as compensation for overtime worked as a condition of my employment.

SIGNATURE

DATE

PRINTED NAME

* * * * *

This form supersedes my previously submitted Compensatory Time Agreement form.

SIGNATURE

DATE

PRINTED NAME

Appendix B

Natural Resource Officer Pay Scale

Category	Beginning At	0 < 2 years	2 < 4 years	4 < 6 years	6 < 8 years	8 + years
NRO I	Rng. 28, Step 12	\$53,414.40 \$25.68/hr.	\$54,683.20 \$26.29/hr.	\$56,118.40 \$26.98/hr.	\$57,428.80 \$27.61/hr.	\$58,884.80 \$28.31/hr.
NRO II	Rng. 30, Step 13	\$60,382.40 \$29.03/hr	\$61,838.40 \$29.73/hr	\$63,356.80 \$30.46/hr	\$64,937.60 \$31.22 /hr	\$66,518.40 \$31.98/hr