

ARTICLE 1: RECOGNITION

The Employer recognizes the Fraternal Order of Police, Riley County Lodge No. 17, herein after referred to as the Lodge, as the exclusive representative of the employees in the appropriate unit for the purpose of meeting and conferring and the settlement of grievances which arise from the interpretation and application of this memorandum of agreement. The appropriate unit shall include such persons as defined by the unit determination filed and approved by the Public Employee Relations Board: 75-UDC-2-1990. All other employees of the Employer are excluded from the appropriate unit.

ARTICLE 2: MANAGEMENT RIGHTS - LODGE COOPERATION

Section 2.1 Management Rights

The Lodge recognizes that the University has the obligation of serving the public with the highest quality police service. Therefore, it is understood and agreed by the Lodge that, except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively with the Employer, including but not limited to, directing the work of its employees, hire promote, demote, transfer, assign, and retain employees in positions with Kansas State University, suspend or discharge employees for proper cause, maintain the efficiency of governmental operations, relieve employees because of lack of work or for other legitimate reasons, to introduce new or improved methods or facilities that may be necessary to carry out the mission of the University; and take other actions as may be necessary to carry out the mission of the University and to determine the methods, means and personnel by which operations are to be carried out.

It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law. The Lodge further agrees that nothing in the Memorandum of Agreement is intended to supersede any public employer rights defined in K.S.A. 75-4326, or the authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive division of the classified service of the University served by such Civil Service Board or personnel board.

The University's failure to exercise any right, prerogative or function reserved to it, or the exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the University's right to exercise such rights, prerogatives or functions or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.2 Lodge/Management Cooperation

1. The Lodge and the University agree that they will not, singly or collectively, coerce, intimidate, or otherwise force any employee to join or not to join the Lodge.
2. The Lodge agrees to cooperate with the University in enforcing strict observance of all terms, provisions and agreements contained within the agreement.
3. The University agrees to receive and consider constructive suggestions submitted by appropriate unit members towards full efficiency and safe, quality police operations.
4. Each new hire will be provided a copy of the memorandum of agreement by University during their first week of employment.

ARTICLE 3: LODGE STATUS AND RIGHTS

Section 3.1 Right of Representation

Unit members shall have the right to be represented by the Lodge to meet and confer with the Employer with respect to conditions of employment as established by the Public Employer Employee Relations Act and to resolve grievances which arise out of the interpretation and application of this memorandum of agreement.

Section 3.2 Bulletin Boards

The University agrees to provide the Lodge reasonable use of existing bulletin boards located within the Police department for the purpose of posting notices of its legitimate activities. All notices posted by the Lodge must be initialed and approved by the Chief of Police or his or her designee. All notices so posted shall clearly indicate that the notice relates to activities of the Lodge, shall be dated and will be in good taste. Further, the notices shall not contain items that would reflect unfavorably upon the University or any employee. It shall be the responsibility of the Lodge to remove notices, which are outdated or unauthorized. The Director of Human Resources, the Chief of Police or an appropriate designee may remove outdated or unauthorized notices.

ARTICLE 4: NON-DISCRIMINATION

Section 4.1 General

The University and the Lodge agree that neither will interfere with, restrain or coerce any employee in the employee's rights under the Public Employer Employee Relations Act or because of any participation in any grievance, complaint or other proceeding as set forth in this Agreement.

ARTICLE 5: MEET AND CONFER COMMITTEE

Section 5.1 General

The process of meeting and conferring for the purpose of reaching an agreement requires a free and open exchange of views by all parties.

To such an extent, the Lodge and the University shall designate their respective committees. The Lodge agrees that its committee shall consist of no more than five (5) persons, of whom no less than three (3) will be members of the appropriate unit. The Lodge and the University shall designate a chief spokesperson who shall express the views at the table and have the authority to initial tentative agreements. The parties will address issues of pay for unit members on the employee team in the ground rules prior to commencement of the meet and confer process.

ARTICLE 6: UNION BUSINESS

Section 6.1 General

The University and the Lodge agree that two (2) officers of the Lodge may request vacation leave to attend Board meetings, the National and State F.O.P. conventions each year. Further, the parties agree that the granting of the request will be determined by operational demands and staffing levels. The Employer will not unreasonably deny a unit member's request of vacation leave for union business.

ARTICLE 7: LODGE STEWARDS

Section 7.1 Lodge Representative and Lodge Stewards

The University agrees to recognize a representative and line stewards who have been designated by the Lodge to serve in this capacity. It shall be the responsibility of the Lodge to provide the names of employees selected as Lodge representative and Lodge steward to the Director of Human Resources annually. The Lodge agrees to notify the University in writing of any changes.

Section 7.2 Number of Stewards

The number of stewards, selected from among employees in the appropriate unit, shall not exceed one (1) representative and two (2) line stewards.

Section 7.3 Function of Stewards

The function of the line steward is to serve as a Lodge point of initial contact and information for all employees in the appropriate unit. Stewards will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of

discussing grievances or potential grievances. Reasonable time for this purpose shall be interpreted to mean up to twenty (20) minutes per contact, but no more than two (2) hours per week total for all grievance handling in the area. Before attempting to act on any employee grievance, the steward will ensure that the employee has discussed the matter with his/her supervisor. Before leaving his/her post, the steward will request permission of his/her immediate supervisor and advise him/her that his/her absence is associated with a grievance or potential grievance and the location to which he/she is going.

Section 7.4 Lodge Representative

The function of the Lodge Representative is to assist the line steward when necessary. He/She will observe the procedures set forth in Section 7.3 of this article.

It is agreed that the time off during working hours granted to the representative and the line steward will not be used for discussing any matters connected with the internal management and operation of the Lodge; the collection of dues or assessments; the solicitation of membership; campaigning for elective office in the Lodge; the distribution of literature; or the solicitation of grievances or complaints.

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

ARTICLE 8: WORKWEEK AND OVERTIME

Section 8.1 Workweek

The University and the Lodge agree that the "workweek" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 A.M. Sunday and end at 12:00 A.M. the following Saturday. Except for certain employees whose position description specifies otherwise, the regular workweek may be four (4) or five (5) consecutive days and the regular workday shall not exceed eight (8) hours for a five (5) day workweek or ten (10) hours for a four (4) day workweek. When scheduling the hours of work for various employees, it may be necessary to schedule some employees to work Saturday or Sunday or both as part of their schedule, but the total hours regularly scheduled in a workweek shall not exceed forty (40). Management shall have discretion to establish the work schedule. Nothing in the Memorandum shall be regarded as a guarantee of any hours of work per day or per week.

Section 8.2 Overtime

All hours worked in excess of forty (40) hours per work period shall be considered overtime and shall be paid for at the rate of one and one half (1 1/2) times the employee's regular hourly rate. In lieu of paying an eligible employee at the time and a half rate for overtime worked, an employee may request compensation for overtime worked be in the form of compensatory time off. Compensatory time off shall be at the

rate of one and a half hours off for each hour of overtime worked. If an employee works in excess of their normal work schedule and the employee or the Department requests time be taken off in the same workweek, the department may grant the employees request, however, the employee shall be granted time on an hour for hour basis in accordance with K.A.R. 1-5-24. All time worked beyond the normal workweek shall be with supervisory approval. The University agrees to keep two (2) lists of compensatory time earned. One (1) for compensatory time earned for training and holidays and one (1) for all other compensatory time earned. Bargaining unit members will be able to sell back up to twenty (20) hours of compensatory time earned during the fiscal year. Training and holiday compensatory time are not included in the sell back.

Section 8.3 Changes

Changes to an employee's established work schedule shall be in accordance with Departmental Policies and Procedures.

Section 8.4 Overtime Scheduling

The University reserves the right to schedule overtime work as may be required. Regularly scheduled hours shall not be reduced within the current workweek for the sole purpose of denying an employee overtime. Where possible, two (2) weeks notice for scheduled overtime shall be accorded to employees asked/required to work overtime. Except in an emergency, the University will attempt to distribute such overtime among all employees capable of performing the work. In assigning any overtime work, the University will first seek volunteers from the appropriate unit, by shift. If more volunteers respond than are needed for the overtime assignment, the more senior employee will be given the assignment. In the event that the overtime assignment cannot be filled with volunteers, the department may assign work to employees in the unit. Such assignments shall be made on a rotating basis in inverse order of seniority. Once an employee has been required to work overtime, his/her name shall go to the bottom of the rotating list. Officers shall have the right of first refusal in working events that take place on University property.

Section 8.5 Number of Hours

No officer shall be required to work more than sixteen (16) hours in a twenty-four (24) hour period except in emergency situations; provided that for day time football games, employees working midnights (1st shift) on both Friday /Saturday and the Saturday/Sunday shift will not be required to work more than fourteen (14) hours in a twenty-four (24) hour period.

ARTICLE 9: NO-STRIKE/NO LOCK-OUT

Section 9.1 No-Strike

The Lodge agrees that during the life of this Memorandum the Lodge, its agents or its appropriate unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, unlawful picketing or strike against the University. The Lodge also agrees that there shall be no picketing while on duty or in uniform.

Section 9.2 No Lock-out

The University agrees that there will be no Lock-out of employees in the appropriate unit as a result of a labor dispute.

ARTICLE 10: SENIORITY

Section 10.1 General

Departmental Seniority shall be defined as an employee's most recent period of uninterrupted, continuous service (expressed in months) with the Police Department of the Kansas State University. State of Kansas Seniority or Length of Service shall be defined as an employee's most recent period of uninterrupted, continuous service with the State of Kansas pursuant to K.A.R. 1-2-46. Classification Seniority shall be defined as an employee's most recent period of uninterrupted, continuous service in their current classification within the unit.

Employees shall not attain any seniority until completion of the required probationary period. Upon successful completion of the probationary period, the employee shall be credited with seniority from the date of hire into the current position.

An employee's Length of Service shall be broken if an employee:

- (a) quits or resigns (including retirement)
- (b) is discharged for proper cause
- (c) fails to report for work as scheduled following the expiration or revocation of an approved leave of absence
- (d) accepts other employment outside state service during an approved leave.

All Departmental Seniority will be lost for the above listed reasons.

An employee's Length of Service shall be broken but not lost if an employee:

- (a) has completed the probationary period after being promoted or transferred outside the appropriate unit

An employee's Length of Service and Departmental seniority shall continuously accrue without interruption during:

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

Where the ability and fitness between employees is substantially equal, their Departmental Seniority shall determine their overall seniority. If the Departmental Seniority is also the same, then seniority shall be determined by the rating of the employee's most recent performance evaluation. If the Departmental Seniority and the performance evaluation are the same then seniority shall be determined by the individuals' class ranking in his graduating class. The University shall make determination of ability and fitness.

For purposes of this agreement, regular days off, holidays, and vacation (first come/first served) requests shall be determined in accordance with the employee's Departmental seniority.

The University shall assemble and maintain a seniority list for employees in the appropriate unit. The list shall reflect (1) State of Kansas Length of Service, (2) Department Seniority for those employees in the unit prior to March 1, 2003, and thereafter Departmental Seniority as a police officer, and (3) Classification Seniority. The seniority list shall be updated on June 1 of each year, and the list shall be posted on a bulletin board in the squad room within ten (10) days. Employees must report any objections or corrections to the seniority list within ten (10) days of the posting. Thereafter, employees shall not be permitted to question the lists as posted. An exception may be made if an employee is unavailable for the entire ten (10) days due to vacation, holiday, or sick leave. Employees affected by this exception must report any objections or corrections within three (3) working days after returning to work.

Section 10.2 Shift Preference

Shift bidding will occur twice per year. Each bid will be for a 6 month period. The most senior officer will be allowed to bid first followed by the second most senior officer until all the slots on shifts are filled. No officer will be allowed to bid the same shift more than twice consecutively. This will allow cross training on all shifts and not allow an officer to remain on any one shift for an expanded period of time. The administration agrees to make all reasonable efforts to accommodate the officers' shift bids but is allowed to make necessary adjustments as may be necessary in emergent circumstances. The bids will be posted by the department and take place in May and December and take effect in June and January, respectively.

A seniority list will be posted fifteen (15) days in advance. Officers will submit their bid preference in writing during the time allotted. If an officer fails to submit a

timely written bid, that officer will go to the bottom of the list. If an officer will not be available for the bid, the officer may give his/her proxy to the Lodge Representative.

For purposes of this agreement, regular days off, holidays and vacation (first come, first served) requests shall be determined in accordance with the employee's Departmental seniority.

The University shall assemble and maintain a seniority list for employees in the appropriate unit. The list shall reflect (1) State of Kansas Length of Service, (2) Departmental seniority, and (3) Classification Seniority. The seniority list shall be updated on May 1st and December 1st of each year and the list shall be posted on a bulletin board in the squad room within ten days. Employees must report any objections or corrections to the seniority list within ten (10) days of the posting. Thereafter, employees shall not be permitted to question the lists as posted. An exception may be made if an employee is unavailable for the entire ten (10) days due to vacation, holiday or sick leave. Employees affected by this exception must report any objections or corrections within three (3) working days after returning to work.

ARTICLE 11: MEAL PERIOD AND REST PERIODS

Section 11.1 Meal Period and Rest Periods

The University and the Lodge agree that employees in the unit will be permitted two (2) fifteen (15) minute rest periods with pay during a normal work schedule. One rest period will be allowed at or near the middle of each half of the work schedule as designated by the supervisor. Two fifteen minute rest periods may be taken together in order to provide a lunch break. Employees may not elect to forgo the meal period or rest period for the purpose of accruing time off. Rest periods may not be regarded as cumulative if not taken. An officer shall be subject to call during meal or rest periods. The officer shall call dispatch or the field supervisor to request his meal or rest period and if dispatch has a call holding the officer shall take the call before taking the break. Only one officer shall be on meal or rest period at a time, except at the discretion of the shift supervisor. Officers shall remain on campus for their meal or rest period, but may, upon approval of their supervisor, go off campus for their meal period but shall remain within one mile of the campus.

Section 11.2 Overtime Considerations

Employees whose overtime work requires them to work 2 (two) hours or more in addition to their regular shift will be provided a fifteen (15) minute break with pay at the beginning of the 11th hour or sooner, if possible. Upon completion of the fourth (4th) hour of continuous overtime, employees will be provided a thirty-minute meal period with pay. Paid meal or rest periods shall be assigned by the supervisor and may not be forgone for the purpose of accruing time off or regarded as accumulated if not taken.

ARTICLE 12: CALL-IN AND CALL-BACK PAY

Section 12.1 General

The University and the Lodge agree that employees shall receive call-in or call-back pay in accordance with and subject to the provisions of KSU PPM Chapter 4450.

ARTICLE 13: HOLIDAYS

Section 13.1 Legal Holidays

The University and the Lodge agree that employees in the appropriate unit shall have the following legal holidays with pay;

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans 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 the state offices will be closed shall be considered legal holidays with pay for employees in the appropriate unit.

Section 13.2 Vacation

When one of the holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 13.3 Regular days off

Regular full-time employees in the appropriate unit shall be paid on the basis of eight (8) or ten (10) hours pay depending on regular shift hours at their regular straight time hourly rate of pay for the above holidays on which no work is performed.

ARTICLE 14: SHIFT DIFFERENTIAL

Section 14.1 General

The University agrees to pay shift differential of \$.60 per hour to eligible employees for hours worked on regularly established shifts other than the normal day shift subject to the provisions of KSU PPM Chapter 4450. This provision will include payment of shift differential to unit members scheduled in advance to work regularly scheduled night events.

ARTICLE 15: COURT TIME

Section 15.1 General

Employees shall receive the applicable rate of pay for all time spent in court as a result of their official duties. Required court appearance other than during scheduled working hours shall be in accordance with and subject to the call-in and call-back provisions of KSU PPM Chapter 4450, which presently provides a minimum of two (2) hours.

ARTICLE 16: FUNERAL LEAVE

Section 16.1 General

The Chief of Police may grant leave with pay to an employee in the unit upon the death of a close relative. Such leave shall in no case exceed six (6) working days. The employee's relationship to the deceased and necessary travel time shall be among the factors considered in determining whether to grant funeral or death leave, and, if so, the amount of leave to be granted.

ARTICLE 17: RESIDENCY

Section 17.1 General

There is no residency requirement.

ARTICLE 18: MILITARY LEAVE

Section 18.1 General

The University will continue to comply with all applicable state and federal statutes and regulations relating to the employment rights of employees serving in the armed forces of the United States.

Section 18.2 Leave

Employees in the appropriate unit who are members of a reserve component of the military service, including the state or national guard, shall be granted a maximum of twelve (12) working days per calendar year of military leave with pay for active duty for training purposes. Those days in excess of twelve (12) working days shall be charged to leave without pay or, at the employee's request, to accrued vacation leave.

ARTICLE 19: JURY DUTY LEAVE

Section 19.1 General

Employees in the unit, excluding employees appointed on a temporary, seasonal or emergency basis, shall be granted leaves of absence by the University for required jury duty or for any other required appearance before, and at the direction of the Civil Service Board, the Kansas Commission on Civil Rights, the United States Equal Opportunity Commission, or in a court, in a case in which the State of Kansas or a state agency is charged with discrimination in employment.

Section 19.2 Leave

Leave with pay shall be granted to a permanent, probationary or conditional employee as defined by KSU PPM Chapter 4860 for a required appearance before a court, legislative committee, or other public body, if the Chief of Police considers the granting of leave with pay to be in the best interest of the University.

ARTICLE 20: LEAVE WITHOUT PAY

Section 20.1 General

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

- (a) (This section has been deleted)
- (b) Voluntary separation from the classified service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay.
- (c) If interests of the University require, the University may terminate a leave of absence without pay by giving notice in writing to the employee. An employee, with the approval of the Chief of Police, may return from leave on an earlier date than originally scheduled.
- (d) An employee returning at the expiration of an approved leave of absence without pay or upon notice by the University that a leave without pay has been terminated, shall be offered a position in the same classification as the position held at the time the leave was granted.
- (e) An employee's failure to report for duty on the expiration date of an authorized leave of absence without pay shall be deemed a resignation.
- (f) Employees on leave of absence in excess of thirty (30) days without pay shall stop accruing service time for purposes of vacation, sick leave, salary increases, or Departmental seniority, outside of obligations under the Family Medical Leave Act and/or the Americans with Disabilities Act.

ARTICLE 21: PERSONNEL RECORDS

Section 21.1 General

Both parties agree to the review of the University's personnel records of individual employees in the unit in accordance with all state and federal statutes at the discretion of the employee. By appointment, personnel record information as agreed may be reviewed in the Division of Human Resources.

Section 21.2

The official file contains the employees application for employment, all official documents affecting the employee's status, performance evaluations, applications for promotional interviews and leave records. Upon review the employee shall have the right to provide written comments and have them placed with the respective material.

Section 21.3

The employee may request that material pertinent to his/her position, performance or qualifications be placed in the official file. The employee may request copies of

material in the official file, either in person or in writing, and cost of duplication shall be paid by the employee.

Section 21.4

Departmental files may be maintained, however, no internal documents which are adverse to the employee shall be placed in the employee's file unless the employee has had an opportunity to affix his/her signature or initials to signify knowledge of the material, not necessarily to indicate agreement with the content.

Section 21.5

Upon written authorization by the employee the FOP shall have the right to see the employee's official personnel file.

Section 21.6

During all job-related hearings or meetings no document shall be introduced into evidence unless the employee has previously been given the opportunity to see and sign the document.

Section 21.7

No changes in evaluations shall be made after all appropriate parties have signed the evaluation, unless appealed through appropriate procedures.

Section 21.8

Officers shall be notified of any changes on time and leave sheets and given a corrected copy prior to time or leave being entered into the payroll system.

ARTICLE 22: PROBATION

Section 22.1 General

The Lodge and the University agree that all original and reinstatement appointments shall be subject to a probationary period in accordance with the provisions of KSU PPM Chapter 4080.

Section 22.2

New employees shall be subject to a six (6) month probationary period. The decision on retention or discharge will be made during the six (6) month probationary period. Probationary employees may be dismissed for any reason or no reason subject to applicable federal and state laws. The six (6) month probationary period may be

extended for up to an additional six (6) months, except as provided in section 5. The total length of probation may not exceed one (1) year.

Section 22.3

Probationary employees in the appropriate unit shall have recourse to use of the grievance procedure but not the arbitration procedure. Probationary employees may not grieve discharge, discipline or employee evaluations under this agreement.

Section 22.4

Employees who are promoted to a higher classification shall be subject to a probationary period of not less than three (3) months nor more than six (6) months. A probationary period of up to twelve (12) months may be established by the University when specific training or certification requirements for a position cannot be completed within six (6) months.

Section 22.5

The length of any probation period may be increased as a result of an employee being placed on an approved leave of absence without pay, with the approval of the University, during the probationary period. When this occurs, the probationary period will not be increased for a period of time greater than the length of the employee's leave of absence. The increase in duration of an employee's probationary period in accordance with this section shall not be considered an extension of the probationary period.

ARTICLE 23: PRODUCTIVITY MEASURES

Section 23.1 General

Delivery of police services in the most efficient, effective, and courteous manner is of paramount importance to the University and the Lodge. Therefore, it is expected that all employees contribute to the organization's mission and be productive.

Section 23.2

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

Section 23.3

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

ARTICLE 24: SAFETY

Section 24.1 General

Safety is of mutual concern to the University and the Lodge on behalf of the employees. The Lodge will cooperate with the University in encouraging employees to observe applicable safety rules and regulations. In addition, all employees shall be alert to any unsafe conditions and promptly report such unsafe conditions to their supervisors. The Field Operations Lieutenant and/or Assistant Director shall serve as contact person to allow for employee recommendations on safety.

Section 24.2

The University shall comply with all applicable federal, state and local safety laws, rules and regulations. Supervisors shall see to the prompt investigation and correction of unsafe conditions within the department, if warranted. If the supervisor is unable to correct the condition, it shall be referred to the department Director. If the unsafe condition(s) involve a department or unit other than the Police Department, the Director shall report the condition to the appropriate University administrator for investigation and correction.

ARTICLE 25: WORKER'S COMPENSATION

Section 25.1 General

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

Section 25.2

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

Section 25.3

In addition, employees covered by this Agreement may be eligible for "Job Injury Leave" as provided by and subject to the provisions of KSU PPM Chapter 4860.

ARTICLE 26: TIME OFF FOR VOTING

Section 26.1

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

ARTICLE 27: WEAPONS QUALIFICATIONS

Section 27.1 General

Weapons qualifications is a condition of employment. The parties agree that each employee covered by this Agreement is responsible for maintaining current qualification with his/her service weapon(s). Each officer must qualify three (3) times per year in accordance with departmental policy. The University agrees that officers shall receive a minimum of two hours show up time during required qualification sessions.

ARTICLE 28: INTERNAL AFFAIRS

Section 28.1 General

The Department and the Lodge agree that throughout the term of this Agreement, the Department will maintain a policy regarding the handling and disposition of Internal Affairs Investigations. In addition to the Department's policy and in consideration of Employee's desires, the Department agrees to attempt to hold an internal affairs interview of an employee when the officer is on duty, unless circumstances of the investigation dictate otherwise, as determined by the Department. It is also agreed that the employee shall be informed of the rank, name, and position of the interviewing officers as well as

the identity of any other persons present during the interview. While conducting an internal affairs interview/interrogation the investigator will report directly to, and be supervised by the Director or Assistant Director.

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

For internal affairs investigations involving an alleged shooting incident the employee shall be entitled to representation. If the representative selected by the employee is not available to participate in a period of time, beyond which in the opinion of the University, the results of the investigation will be endangered, the investigative interview with the employee may proceed without the employee's representative. A representative may not be a party to or a witness of the alleged shooting incident.

The function of the employee's representative during the investigative interview on the shooting will be to observe the overall propriety of the interview process and to briefly consult with the employee prior to responding to a question, but the employee under investigation shall give the response. The representative shall not attempt to cross-examine the interviewer, coach the interviewee or otherwise interfere with the interview process. The interviewer shall warn the representative once if such interference occurs, and may then have the representative removed to avoid further disruption or undue delay, and the interview will continue without a representative.

If the representative or employee believes that the propriety of the interview process has been abridged a brief objection to that effect may be entered into the record. The employee and representative will treat the interview as a confidential matter, and will not discuss the proceedings until after the results of the investigation are completed.

Whenever an Internal Affairs investigation is conducted, the complete investigation of the employee shall be recorded (as determined by the Department) mechanically or by stenographer. There will be no "off the record" conversation between the employee and the interviewer except by mutual agreement. All recesses called during the interview shall be noted in the record. If the employee so requests, he/she will be provided an unedited copy of written statements and or mechanical recordings and transcriptions. The cost of the employee's tape or transcription shall be borne by the employee.

Interviews shall be limited in duration to a reasonable length of time (not to exceed four hours without good cause and the authorization of the Director or Assistant Director). Due consideration shall be given for break periods.

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

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

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

The Director of Police will actively consider for submission to the County Attorney's office for prosecution substantive cases of malicious and false complaints against members of the department. Any officer who believes a complaint against him/her was malicious and false may request a meeting with the Director to discuss the matter. The officer may be accompanied by a FOP steward if desired.

ARTICLE 29: LIGHT DUTY

Section 29.1 General

One of the primary duties of law enforcement officers is to protect the safety and well-being of the public and fellow officers. The Department and the Lodge agree that this objective is best accomplished by personnel who are fully capable of meeting the mental and physical demands of the job. It is recognized, however, that circumstances may arise where an employee is temporarily medically unable to perform his/her full duty, but could serve in a limited or restricted capacity. In those instances and where a physician's statement verifying this condition and its duration is presented, the Department will make every reasonable effort to reassign or modify the work assignment of the employee.

Section 29.2

Under no circumstances will an employee be assigned so that the condition creates an undue hazard for the employee, co-workers, or the public at large. Reassignments will be made on a legitimate need light duty will be made available only when the employee can be assigned work beneficial to the department as determined by the Director. Assignment or lack thereof of light duty will not be grievable under this agreement.

ARTICLE 30: TRAINING

Section 30.1 General

In accordance with K.S.A. 74-5607a, all full-time police or law enforcement officers are required to complete 40 hours of law enforcement education annually. In order to be applied to this annual training requirement, training must meet Kansas Law Enforcement Training Center standards. Failure to complete such training shall be grounds for disciplinary action. Exceptions to this provision are provided in the statute, and must be authorized by the Director of the KLETC.

The University agrees that during the course of each year, employees will have ample opportunities to meet their obligations under the statute. The Department will designate those courses which meet the annual requirement. In addition, the Department may require designated employees to attend certain types of training which are deemed relevant and important to present job assignments.

Section 30.2

The University agrees that it will attempt to evenly distribute educational opportunities, over and above all required Department in-house training among all employees in the appropriate unit. Current job assignments will give an employee consideration over another employee. Other than present job assignments, seniority will be the determining factor for granting request for paid training. Employees who attend paid training courses pursuant to this article shall not be eligible to submit such requests for a two (2) year period following the completion of their last paid training, unless no other employee has submitted a request for a particular paid training course during that two (2) year period.

Employees who are not chosen may still request to attend the program at their own expense. To the extent operational demands, staffing levels and a consideration of overtime permit, such employees will attend on work time. Pursuant to department policy, if a training or educational program is not sponsored by the department employees may still individually request funding and/or work time to attend the training or educational opportunity.

Employees completing any training seminar, conferences, or college courses, regardless of whether they were sponsored by the department are encouraged to submit certificates of attendance for possible inclusion in their departmental file. Certificates, which are judged at least partially related to law enforcement, will be accepted and placed in the respective employee's departmental file. Additionally, subject to KLETC policy, such information will be forwarded for inclusion into the respective employees state record.

ARTICLE 31: UNIFORMS

Section 31.1 General

The University agrees to continue present practices pertaining to providing uniforms and uniform laundry services for the duration of this agreement unless otherwise noted in this article. New and replacement uniforms will be assigned based on individual need and available fiscal resources as determined by the department unless otherwise noted in this article. Uniforms will be provided as follows:

- Five (5) short sleeve shirts
- Five (5) long sleeve shirts
- Five (5) slacks with stripes
- One (1) winter coat with hood
- One (1) light weight jacket
- One (1) ballcap (winter)
- One (1) ballcap (summer)
- One (1) leather winter hat with earflaps
- One (1) badge
- One (1) name badge with serving since plate (Police Officers only)
- One (1) reversible rain coat and hat
- One (1) level III Monarch bullet proof vest and two (2) covers (Police Officers only)
- Two (2) cool shirts (Police Officers only)
- Emblems and insignias provided by the department

Section 31.2

Each officer shall be provided a complete "utility belt" along with the appropriate holders by the department. Only departmentally approved or issued gear may be worn when on uniformed duty. Personal use of issued gear is prohibited.

Section 31.3

Officers that choose to carry a departmentally issued or personally acquired baton may do so if currently certified with that weapon.

Section 31.3

Each officer shall be provided with a departmentally issued handgun and the appropriate amount of ammunition. Each officer shall also be issued departmental handcuffs, mini flashlight and holder, and pepper spray with holder.

Section 31.4

As uniform or equipment components become worn, stained or otherwise unserviceable, they shall be returned to the employer for replacement.

Section 31.5

If an individual officer requests a bullet proof vest it will be considered to be part of the uniform and shall be worn at all times.

Section 31.6

An officer shall wear only such uniforms as prescribed and/or furnished by the department. An officer shall consider his/her uniform and appearance representative of the department and is required to maintain them in reasonable and acceptable manner, which is interpreted to include uniforms kept clean and pressed, shoes and leather kept polished. Personnel of the department will be expected to present a neat, well groomed appearance at all times while performing their duties.

Section 31.7

Because of the varying weather and varying shifts and attendant responsibilities, the following guidelines will govern the appropriate shirt to be worn by officers:

1. Officers may wear either the long or short sleeved shirt to accommodate their own personal comfort.
2. The department may determine the appropriate shirt to be worn for special assignments and shall advise all personnel at least one week in advance.

Section 31.8

The FOP pin is authorized to be displayed on the duty uniform to be worn centered above the name tag.

ARTICLE 32: DISCIPLINARY ACTION

Section 32.1 General

Discipline imposed as a result of other than a formal Internal Affairs Investigation shall be initiated within thirty (30) calendar days following a report or allegation that an infraction warranting such discipline has occurred. Internal Affairs Investigation(s) shall have sixty (60) calendar days from the date of assignment (120 calendar days if the investigation relates to a serious breach of conduct or violation), to submit their report to the Director. The Director shall have thirty (30) calendar days from this date to make his/her decision concerning proposed discipline. The Director may extend the

investigation an additional thirty (30) days if he/she determines the situation requires further inquiry. Employees may be disciplined only for proper cause. Whenever an employee is called to appear before any supervisor for the purpose of receiving progressive disciplinary action, the supervisor will inform the employee and the employee may request the presence of a Lodge or other Representative.

Section 32.2

The University agrees that no employee in the appropriate unit, with permanent status, may be Demoted, Suspended without Pay, or Dismissed without first being afforded an opportunity to appear before the Director of Labor Relations (or designee) for the purposes of discussing the proposed action. Further, the employee may have a Lodge or other Representative with him/her at such hearing, if he/she so desires.

ARTICLE 33: GRIEVANCE PROCEDURE

Section 33.1 General

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

A. General Terms

1. There shall be no reprisals taken against a grievant, any party in interest to said grievance, a Lodge representative of an Employee or any witness or participant.
2. A grievant or the Lodge may withdraw or settle a grievance at any step of the grievance procedure
3. The term "grievance" shall mean a complaint by a person covered by this Agreement concerning an alleged breach, misinterpretation or improper application of any provisions of this Memorandum of Agreement.
4. This grievance procedure shall not apply to employees in their initial probationary period of employment. In addition, it shall not apply to disciplinary action of demotion, dismissal and suspension which shall be covered by and subject to the provisions of the University Support Staff Appeals Board Procedures in KSU PPM Chapter 4035.
5. This grievance procedure does not apply to performance evaluations which shall be covered by and subject to the provisions of the University Support Staff Peer Review Committee Hearing Process in KSU PPM Chapter 4030.

B. Time off for Processing the Grievance

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

C. Steps of the Grievance Procedure

1. Grievances shall be processed in the following manner:

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

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

Step 3. If the grievance has not been resolved in Step 2, it shall be presented in writing to the Director of Labor Relations or designee within ten (10) days after the response from the Department Head is received. The Director or designee shall review the grievance and may conduct additional investigations and/or hearings prior to preparing his/her response. A grievant may have representation from a line steward or Lodge representative at any hearing conducted by the Director of Labor Relations. The Director of Labor Relations will respond in writing within fifteen (15) days after concluding any hearings or investigations of the grievance.

D. Arbitration

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

(a) Notice in writing of the intent to arbitrate shall be delivered by the party seeking arbitration to the opposing party within thirty (30) days following the decision of the steps above. The notice shall set forth the articles or section 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 thirty (30) days, the grievance shall be deemed abandoned.

(b) Within fifteen (15) days after the above notice is delivered, representatives of the parties shall meet to mutually agree upon an arbitrator. If the parties cannot jointly agree upon an arbitrator within the fifteen (15) day period, the parties, acting jointly, shall request a list of five (5) persons from the Kansas Public Employees Relations Board (PERB), each qualified to act as an impartial arbitrator. Representatives of the parties will meet to alternately strike names, with the party requesting arbitration making the first strike, until only one name remains on the list, and that person shall become the impartial arbitrator.

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

(a) The arbitrator shall have the authority to determine the procedural rules of arbitration, and the parties agree to accept his/her establishing of these procedures. The arbitrator's decision shall be advisory on both parties.

(b) Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator. The arbitrator shall only have jurisdiction and authority to determine compliance with the provision of this Agreement. The arbitrator shall have no power to add to, subtract from or modify the provisions of this Agreement.

(c) In the resolution of disputes between the parties of the Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented to him/her by the parties.

Section 33.2

The expense of witnesses and the compensation of any witness and/or representatives other than employees for either party shall be paid by the party calling the witness. The arbitrator's fee and expenses of the hearing shall be shared equally by both parties. Court reporting shall be the sole expense of the party requesting the transcript.

ARTICLE 34: WAGES

Section 34.1

Subject to Article 36, the parties agree to reopen this agreement on an annual basis during the month of March, for the purpose of meeting and conferring about wages.

Section 34.2

The Lodge may annually provide the University Human Resource Department, prior to March 1, a salary survey from the regional area comparing total compensation and wage compensation. The University agrees to analyze the information and consider the request.

ARTICLE 35: SAVINGS CLAUSE

If any provision of this Agreement is found to be or is subsequently declared by the proper Judicial Authority or Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of this Agreement. Any provisions of this Agreement which is based upon any valid law, or Department of Administration regulation, all or in part, either directly or indirectly shall be adhered to in its present form or as it may be subsequently amended and changed.

ARTICLE 36: DURATION AND TERMINATION APPROVAL OF THE BOARD OF REGENTS, GOVERNOR, AND LEGISLATURE

This Memorandum of Agreement shall become effective on the first day of the month following approval of the Board of Regents and the Secretary of Administration except for those provisions which state herein, or otherwise by law require the approval of the Governor and/or the Legislature. This Memorandum shall remain in effect for a period of three years from the effective date, except that in March of each year, either party may notify the other in writing of its desire to meet and confer on wages only.




The entire Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing not less than thirty (30) days prior to the expiration date, that it desires to change or terminate this Agreement, as the case may be. If notice to modify is given, it shall contain a specific statement of modifications desired, and meet and confer meetings shall begin not later than sixty (60) days prior to the expiration date.

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

In witness thereof, the University and the Lodge hereto have set their hands this

day of March, 2018.

27th

State of Kansas Kansas Board of Regents Kansas State University	Fraternal Order of Police Local 17
 _____ Director of Labor Relations Date Gary E. Leitmaker	 _____ Dave Anderson Date President, KSUPOA
 _____ President, Kansas State University Date Richard Myers	 _____ John D. Parker Date KSUPOA
 _____ Chair, Board of Regents Date Dave Murfin	
 _____ Secretary of Administration Date Sarah Shipman	