

## **Unit 16 SUPPLEMENTAL AGREEMENT**

### **Article 1 Wearing Apparel**

**Section 1.** Employees in this unit who are required to wear uniforms shall be provided with the required uniform.

**Section 2.** The employer and KOSE recognize that the appearance of State employees is of great importance to both the State and members of the appropriate unit. The official dress code promulgated in each division and/or agency which is in effect is hereby adopted by reference and shall become a part of this agreement and shall apply to the individuals employed in each such division or agency for the duration of this agreement unless changed by mutual agreement of the parties. The dress codes herein referenced shall apply to the employees in each agency employing individuals in the appropriate unit unless on special assignment or management delineates a less stringent dress code for certain sections or positions.

**Section 3.** The employer agrees to request the appropriation of funds through the budget planning process for new replacement ballistic vests for issue to an officer/agent who has agreed to wear the ballistic vest in situations as the employee deems appropriate or as directed. If agency issued ballistic vests do not possess a threat level designation (as described in NIJ Standards) equivalent to or greater than the caliber of the agency issued sidearm, the employing agency agrees to request the appropriation of funds through the budget planning process to purchase ballistic vests which will meet or exceed the threat level posed by the agency issued sidearm.

**Section 4.** Employees will provide written requests to their supervisor or other appropriate agency staff member concerning the need for replacement of unserviceable uniforms or ballistic vests. Final determinations concerning the serviceability or timeliness of replacement for issued uniforms or ballistic vests is the exclusive responsibility of the employer.

**Section 5.** The employer agrees to reimburse employees for clothing and personal belongings damaged or destroyed in accordance with K.S.A. 46-922 *et seq.* and the property damage claims procedures of the Division of Accounts and Reports.

### **Article 2 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 by the appointing authority in his or her agency. Time spent in the actual training activities and eligible travel time, consistent with the provisions of the Fair Labor Standard 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 Division of Accounts and Reports.

### **Article 3 Call-In and Call-Back**

**Section 1.** Unit employees who are called back to work on their 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. 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 scheduled work day. Only hours actually worked shall be credited in determining eligibility for overtime pay or compensatory time off, at the time-and-a-half rate.

**Section 2.** Employees who perform work on a scheduled day off pursuant to a request be either their supervisor, or to respond to a request for assistance from a law enforcement agency or a member of the public as provided by agency policy, and under either circumstance such request required that the employee leave his or her residence, then the employee will be given a minimum to two (2) hours of work or two (2) hours pay if given less than two (2) hours work. If the request can be dealt with by the employee without leaving his or her residence, then the employee shall not be eligible for call-back pay.

**Section 3.** Following the performance of work on a call-in or call-back basis, the employee shall adjust the remainder of his or her schedule within, such workweek or work period to avoid exceeding the applicable overtime threshold. If, however such request to perform work is made after the employee has actually worked the number of hours necessary to meet the applicable overtime threshold, then payment shall be in the form of pay or compensatory time off, at the time-and-a-half rate.

### **Article 4 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 or for other official state business as approved by their immediate supervisor when a state owned or leased vehicle is not available for use, 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 or privately owned vehicle used.

**Section 3.** To avoid undue hardship on employees, the state has contracted with a 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 5 Supervisor Files**

Any incident reports and/or complaints or informal records appearing within a supervisory file which are not utilized in the evaluation process or disciplinary process within a twelve (12) month period from the date of the report may not be used as evidence against an employee in future disciplinary actions or performance evaluations. However, any incident reports and/or complaints which are cited specifically within a performance evaluation, disciplinary action, or are otherwise appropriately placed within the official personnel file may be considered. For disciplinary purposes, Article 13 of the MOA shall prevail.

Since an employee must be supervised by a supervisor who has been in the position for 90 days, that evaluating supervisor must have their own files. Therefore, in the event a supervisor leaves or is replaced, all supervisory files must be forwarded to the reviewer for use or disposal as appropriate.

### **Article 6 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;

**Section 2.** Seniority shall mean that portion of the employee's length of service which reflects;

- 2.1 Agency seniority: which shall mean time worked as a law enforcement officer in the employee's current state agency; and
- 2.2 State Seniority: which shall mean time worked as a law enforcement officer in any agency of the State.

**Section 3.** 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 4.** 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 5.** Upon request, leaves of absence granted under Article 3, Section 12 of the MOA will be structured so that a break in service does not occur. (i.e. the employee is in pay status for at least one day every 30 day period). The Union will pay employer and employee benefit costs associated with such leaves.

**Section 6.** 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 7.** Ties in length of service or seniority shall be broken by applying the average performance review rating received by each employee during the last five years.

## **Article 7 Definitions**

**Emergency:** Emergency is defined as an occurrence or occasion outside the control of either party and requiring immediate action.

**Union Representative:** Union representative is defined as a person designated and authorized by KOSE to act on its behalf. KOSE agrees to provide a list of authorized union representatives to the Director of Labor Relations. The State agrees that in the event a manager does not have a list which shows the name of an individual claiming they are a KOSE representative, the manager will call the KOSE office for verification.

### **Article 8 Retirement Benefits**

**Section 1.** Upon employment or upon completion of one year's service as provided in the participant's plan, employees in this unit will participate in the retirement program provided by the 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.** In the event the Legislature authorizes same, unit members may participate in a deferred retirement option plan or retirement incentive program. The parties to this agreement recognize that if Legislative action does not provide for a deferred retirement option plan or retirement incentive program unit members will continue to participate in the retirement program provided by statute for their agency and job class.

**Section 3.** The parties agree that neither party is by this article obligated to, nor prohibited from, actively pursuing or supporting Legislative action on these items.

### **Article 9 Duration**

This Unit 16 Supplemental Agreement is supplemental to the Memorandum of Agreement between the Kansas Organization of State Employees and the State of Kansas (KOSE MOA) which became effective May 18, 2008. This Unit 16 Supplemental Agreement shall become effective the first day of the first full pay period following signature by the parties and shall remain in effect until June 30, 2010. In accordance with Article 23 of the KOSE MOA this Unit 16 Supplemental Agreement shall automatically be renewed from year to year thereafter unless either party provides written notification to the other by July 1 of the calendar year prior to expiration of its intent to terminate, modify or amend this Supplemental Agreement. If meet and confer is reopened under this paragraph, all provisions of this Supplemental Agreement shall remain in full force and effect during any such re-opener.

**FOR THE STATE OF KANSAS**

**FOR THE KANSAS ORGANIZATION  
OF STATE EMPLOYEES**

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Duane Goossen, Secretary

Kansas Department of Administration

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Jane Carter, Executive Director

KOSE

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John Yeary, Director of Labor Relations

Kansas Department of Administration

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Charlie Dodson, Co-Chair

KOSE

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Lisa Ochs, President

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Ron Hagen, Bargaining Team Member

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Wayne Weible, Bargaining Team Member

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John Sams, Bargaining Team Member

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Wally Roberts, Bargaining Team Member

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