

UNITS 2, 3 and 4 SUPPLEMENTAL AGREEMENT

Article 1

Call-In and Call-Back

Unit employees who are called back to work on their scheduled day off or called back after a regular work schedule 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. 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. Following the performance of work on a call-in or call-back basis, the employee may, with the approval of the supervisor, adjust the remainder of his or her work schedule within such workweek or work period.

Article 2

Responsibility for Staffing Coverage

An employee is not responsible for finding staffing coverage when the employee is absent from work. The employee shall be responsible for advising the supervisor of any work assignment or other deadlines of which the employee is knowledgeable that occur during any period of absence.

Article 3

Rest Breaks

Rest breaks shall be consistent with any policy or MOA in place immediately prior to the signing of this supplemental agreement and shall remain in effect during the life of this supplemental agreement. If no policy or MOA exists then current practice shall remain in effect.

Article 4

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.

Article 5

Flexible and Alternative Work Schedules

Subject to operational needs, flexible and alternative work schedules may be established upon mutual agreement of the employee and the employer. Consent will be in writing and signed by both parties including agreement on how to change work schedule during weeks where there is a holiday. Approval may be rescinded based on identified operational needs or performance issues by providing thirty (30) calendar days notice. Current practices shall otherwise remain in effect.

Article 6

Overtime

Section 1. Mandatory Overtime. Employees may be required to work overtime. Employees required to work overtime will be notified as soon as the need for overtime becomes known.

Section 2. Overtime in 24/7 Facilities. In 24/7 operations overtime shall be distributed among employees capable of performing the work in their respective facility, area and job class. Each facility shall establish a consistent process that includes the use of a list of volunteers to work overtime.

Section 3. Overtime in Non-24/7 Work Locations. Procedures for voluntary or involuntary overtime for employees who: 1) perform clerical, administrative or similar work, 2) perform specialized or individualized case work with patients, clients, customers or members of the public, or 3) work in classifications or locations where there is not a regular need for overtime based on the type of work performed, will be established on an individualized basis between the employee and supervisor as needed based on the particular circumstances requiring the need for overtime, with consideration given to providing as much notice to the employee in the event of the need for overtime.

Article 7

Safety of Workers in the Field

Section 1. Employees who are required to work with or transport customers, consumers, clients, patients, residents or similar individuals outside of an established state work location will notify the employee's supervisor when the employee expects there are risks on the assignment which may cause loss of life or risk of bodily injury. The employee's supervisor will assist to assure the employee is not subjected to the potentially dangerous situation without support. The support may include either assistance from local law enforcement officers or assignment of an additional employee. The employee will not be required to fulfill the task until such support is available.

Section 2. In order to enhance the safety of employees who are required to work with or transport customers, consumers, clients, patients, residents or similar individuals outside of an established state work location, such employees will be provided with training concerning verbal de-escalation techniques or related topics to assist them in managing or responding to aggressive behavior. Where no such training currently exists, the Employer will have six (6) months from the effective date of this Agreement to train covered employees.

Article 8

Meal Periods

All employees who receive a meal period without pay of one (1) hour or one-half (1/2) hour, as designated by the Employer, shall receive that period near the mid-point of their work shift. It will be the supervisor's responsibility to schedule coverage for meal breaks. If an emergency situation arises which is beyond the control of the immediate supervisor, meal periods may be delayed until relief from another Employee may be obtained. If the Employer requires an employee to work or discuss work during a meal period such time shall count as time worked and the employee shall be compensated to the nearest quarter-hour for that time or be given additional time to provide them with the employee's full lunch period.

Employees may not elect to forgo meal periods for the purpose of accruing time off or overtime.

Those employees required to work a continuous eight hour shift shall be allowed an opportunity to eat. Employees may bring, store and eat food in designated worksite locations. However, the parties acknowledge some employees may also be required to participate in the agency meal process with clients or patients as a requirement of their job.

Article 9

Safety Committees and Health and Safety of Employees

Section 1. While it is recognized there are certain hazards associated with the work of state employees, the parties agree that the health and safety of employees is a mutual concern.

Section 2. The Employer shall make a form available to all employees so that they may report unsafe working conditions. After training on agency safety policies and procedures relevant to the employee's job, employees shall follow the procedures provided, or as directed, necessary for their safety and protection and shall observe established safety policies and procedures.

Section 3. All employees shall immediately report any work-related property damage and personal injuries to their immediate supervisor or designee.

Section 4. Within the bounds of sound management principles, the Employer will take reasonable measures to protect employees against unreasonable exposure to hazardous conditions. In the event the safety committee identifies unsafe working conditions they shall bring the matter to the attention of the agency head or designee and may make recommendations regarding resolution of same. Where the safety committee identifies additional related recommendations following the agency head or designee's decision, the safety committee may bring those additional recommendations to the agency head or designee for consideration and action.

Section 5. The Employer agrees to establish a safety committee for each juvenile correctional facility, state hospital and SRS region covered by this agreement to: (1) assist in identifying and correcting unsafe working conditions, (2) promote education programs to create and maintain safe working habits and safe work environment, and (3) submit recommendations to the agency head or designee for improvements in the safety and security of employees and the work environment. No juvenile correctional facility, state hospital or SRS region shall be required to

establish more than one safety committee where such committee is established by agreement with a unit represented by KOSE.

- a. The safety committees will be comprised of up to six (6) members appointed by the agency head or designee, and up to six (6) Union members appointed by the Union. The agency head shall appoint a chairperson from the appointees for establishing meeting dates, times and locations and for any other administrative actions necessary to aid or further the work of the committee.
- b. The safety committee will meet at least quarterly per calendar year. Time spent in these meetings shall be considered work time.
- c. Employees in the unit may submit safety concerns or recommendations to improve or promote safety practices to the safety committee for consideration on a form made available to the employee.
- d. Safety concerns that require immediate attention shall be reported through the employee's supervisor.
- e. The safety committee may request presentations from agency staff or other relevant individuals on safety matters of interest or concern to the committee.
- f. The Employer will establish an electronic method of updating employees on the work of the safety committee after each meeting.
- g. The agency head or designee(s) will make the final determination concerning the adoption or rejection of any safety committee recommendations and the means, mode, method and timing of implementation of any approved recommendation(s). The agency head or designee shall provide a written report, which may be in electronic format, to members of the committee.

Section 6. Employees will be provided with information on all communicable diseases to which there may be routine workplace exposure. Information shall include disease symptoms, mode(s) of transmission, method(s) of self-protection, workplace safety procedures and precautions, and recommendations for immunizations. Employees will also be provided with appropriate

information including material safety data sheets on caustic substances to which there may be routine workplace exposure.

Section 7. In the event an employee comes into contact with any bodily fluids, the Employer will make arrangements for the employee to shower and/or change clothes/uniforms and/or take other corrective actions including, but not limited to, sanitizing footwear or equipment, as are necessary under the circumstances.

Section 8. In the event an employee is injured or exposed to hazardous conditions that require immediate outside medical attention or treatment, the appropriate Employer designee shall assist in making arrangements for transportation as conditions warrant. The Employer agrees to adopt policies at each agency and/or worksite that establish the identity of such designees and to specify actions for employees to take in the event of an injury, or if an employee is unable to reach the designee.

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. Seniority shall mean that portion of the of the employee’s length of service which reflects:

- 2.1 Classification Seniority: which shall mean time worked in the employee’s classification in any agency of the state; and
- 2.2 Agency Seniority: which shall mean time worked in any position in the employee’s employing agency.

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. 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 6. 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 costs associated with such leaves.

Section 7. Ties in length of service shall be broken by using the last four (4) digits of the affected employees Social Security Numbers. The highest number shall be considered the winning number and shall be given priority in determining length of service until the tie is broken.

Article 11

Position and Shift Assignments for Posted Vacant Positions at SRS State Hospitals

Section 1. Consideration of Classification Seniority.

Classification seniority will be considered in filling vacant positions within the same civil service classification.

Preference of position and/or shift assignment of qualified employees will be considered as posted vacancies occur. Employees within units 2,3 and 4 who desire a change of position or shift assignment for a posted vacancy shall submit a written request to the department/unit head with a copy to the Human Resources Director.

Section 2: Qualified Employee.

A “qualified employee” is an employee who has attained permanent status in their current position; and whose work performance is satisfactory; and who is capable of satisfactorily performing the essential functions of the position they are requesting. The Human Resources Director will verify through documentation provided by the employee’s supervisor that the employee meets the definition of a “qualified employee”.

Article 12

Caseloads

In making caseload assignments, the Employer will consider the volume of clients to be served, the amount of time the employee needs to spend with clients, and the nature and complexity of client services. As caseload size increases, the Employer will work with the employee to prioritize the caseload, and recognizes that the employee has a decreasing capacity to optimally perform ongoing case management activities. Evaluations will take into account the employee's caseload size as well as the employee's ability to meet timeliness, accuracy and customer service requirements.

Article 13

Union Office Space

Office space provided to the union in predecessor contracts or under current practices and the conditions of those provisions or practices shall be continued.

Article 14

Licensure, Certification and Training

Section 1. Licensure and Certification

Employees may be required to possess and maintain professional licenses or certifications necessary to perform the duties of the position to which they are assigned. Employees are solely responsible for assuring they have the necessary training or continuing education credits to maintain their license or certifications. Employees may request to attend training relevant to their position and required to maintain their professional license or certification. If approved, employees will not be required to use accumulated leave balances to attend. Employees will not be unreasonably denied opportunities sufficient to maintain their professional license or certification.

Section 2. Other Training

The Employer recognizes the value of providing employees with opportunities for training and continuing education. Employees may request to attend job related training and continuing education courses or seminars. If approved, employees will not be required to use accumulated leave balances to attend.

Article 15

Case Processing Time for Employees at SRS Regional Offices

At SRS regional offices the Employer agrees to encourage supervisors to provide case processing time for caseload-carrying employees to complete their paperwork. "Case processing time" is generally defined as time wherein the employee is not required to meet personally with clients or respond to telephone inquiries except in case of an emergency.

Article 16

Duration

This Units 2, 3 and 4 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 Units 2, 3 and 4 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 Units 2, 3 and 4 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**

Duane Goossen, Secretary

Jane Carter, Executive Director

Kansas Department of Administration

KOSE

John Yeary, Director of Labor Relations

Charlie Dodson, Co-Chair

Kansas Department of Administration

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Lisa Ochs, President

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Michelle Walters, Bargaining Team Member

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