

Fraternal Order of Police | Lodge 37

Memorandum of Agreement

2020 MOA | KUPD

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Memorandum of Agreement

This Memorandum of Agreement (MOA) by and between the Fraternal Order of Police Lodge 37 (the Lodge) and the University of Kansas on behalf of its Medical Center (Medical Center) are collectively referred to as "the Parties." The Lodge is acting herein on behalf of the members of the bargaining unit (the Employees).

Whereas, the Lodge was selected as the representative in a secret ballot election conducted by the Kansas Public Employees Relations Board (PERB) on August 31, 1991, Case No. 75-UDC-3-1991, to represent the Employees covered by this Agreement as hereinafter provided through the meet and confer process, and now, therefore the parties do agree as follows: It is the intent and purpose of the parties that this Agreement promotes and improves the mutual interests of both the parties of the Medical Center and the Employees to avoid interference with services, to establish equitable and uniform procedures for resolving differences and to establish terms and conditions of employment as hereinafter provided.

Definitions

- **Department Seniority:** The number of months employed from the date of hire with the department.
- **Emergency:** Official emergency communications and declarations by the State of Kansas, Federal Government, and/or municipal government. Reference example Memorandum for the Attorney General.
- **EAP:** An Employee Assistance Program (EAP) is a voluntary, work-based program that offers free and confidential assessments, short-term counseling, referrals, and follow-up services to employees who have personal and/or work-related problems. EAPs address a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders. EAP counselors also work in a consultative role with managers and supervisors to address employee and organizational challenges and needs. Many EAPs are active in helping organizations prevent and cope with workplace violence, trauma, and other emergency response situations.
- **Exigent Circumstances:** Is a sudden or otherwise unexpected reduction in manpower.
- **FOP:** Fraternal Order of Police is a fraternal organization which operates the police union and is considered a full services member representation organization.
- **Grievance:** A complaint by the FOP or a person covered by the MOA concerning an alleged breach, misinterpretation, or improper application of any provisions herein.
- **Hazard:** Any situations or environment outside the normal scope of standard police work where a significant physical hardship or dangers are present. This includes but is not limited to terrorism, chemical, biological, biochemical, radiological, explosive, and/or nuclear exposure. Reference Kansas facility hazard vulnerability assessment for details.
- **Job Title Seniority:** The employee's most recent period of uninterrupted and continuous service at his/her current job title.
- **MOA:** Memorandum of Agreement; aka Memorandum of Understanding and is a business document used to cooperatively work together on an agreed upon purpose.
- **Post Notices:** Notices & Announcements are posted physically on the FOP bulletin board and electronically disseminated to all employees.
- **Proper Cause:** A legitimate, good faith, or related reason which causes a reasonable person to deem further action or investigation necessary.
- **PTP:** Police Training Program, also known as PTO (Police Training Officer) or FTO (Field Training Office) Programs. The primary training program for new officers entering the department.
- **State of Kansas Seniority:** The employee's most recent period of uninterrupted and continuous service with the State of Kansas.
- **Public Safety Quarterly:** A digital newsletter published quarterly by the department.
- **Representative:** A lodge member, lawyer, or other witnesses, a person or organization that speaks, acts, or is present official for someone else.

Article 1 | Lodge Recognition

The Medical Center recognizes 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. Appropriate unit shall include employees in the position classification listed below, but shall exclude all other employees and supervisors as defined in the Act under section 75-4322(b) but shall also exclude all confidential employees, and employees in the appropriate unit appointed temporarily (The State of Kansas, 2011).

Position Classifications in the bargaining unit shall be:

- University Police Officers (or rank equivalent)
- University Police Corporal (or rank equivalent)

Article 2 | Recognition of Management Rights

The Lodge recognizes that the Medical Center has the obligation of serving the public with the highest quality police services. Therefore, except as this Agreement otherwise provides, the Medical Center retains the exclusive right to hire, promote, demote, transfer, assign, direct, and schedule the working force; to plan, direct and to control operations; maintain the efficiency of governmental operation; suspend, demote, or discharge employees for proper cause, to promulgate rules, regulations and personnel policies; to introduce new or improved methods or facilities that may be necessary to carry out the mission of the Medical Center; and to determine the methods, means, and personnel by which operations are to be carried on, except for such restrictions as are expressly provided for in this Agreement.

The Lodge further agrees that nothing in this MOA is intended to supersede any subjects covered by federal or state law, any public employee rights defined in K.S.A. 75-4324 (The State of Kansas, 1972). Nor does it supersede any public employer rights as defined in K.S.A. 75-4326 (The State of Kansas, 1972). Nor does it supersede the authority and power of any Civil Service Board, personnel board, personnel agency or its agents established by statutes, 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 Medical Center.

Article 3 | Lodge & Management Cooperation

Section 1. The Parties agree that they will not, singly, or collectively, coerce, intimidate, or otherwise force any employee to join or not to join the Lodge,

Section 2. The Parties agree to cooperate in enforcing the strict observance of all terms, provisions, and agreements herein contained.

Section 3. The Medical Center agrees to receive and consider constructive suggestions submitted by the Lodge towards full efficiency, safety, and quality police operations. In response to these suggestions, the Medical Center will communicate the status in writing within two (2) business weeks excluding weekends and holidays of the submission. Additional timely communication will follow. Unless otherwise agreed on by the parties.

Section 4. Once each quarter (or as needed), the Parties shall jointly offer a session, up to one (1) hour in length, to orient new members of the appropriate unit with the terms and provision of this Agreement. New employees who wish to attend one of these sessions (and who have not previously done so) will be given the opportunity without loss of pay.

Section 5. Venues of communication to the lodge and employees include the published Public Safety Quarterly. The Lodge president or Vice President will have opportunities to attend biweekly operational meetings and monthly leadership meetings.

Article 4 | Hyperlinks

Various Medical Center policies are referenced in this Agreement. If or when the Medical Center updates policies referenced in this Agreement, it will provide the Lodge an opportunity to review and provide input, consistent with any review opportunities provided to the Medical Center's Faculty Assembly Steering Committee (FASC). The Medical Center will provide the Lodge the same opportunity and time to review as FASC. The Medical Center is not required to incorporate feedback or suggested revisions provided by the Lodge or FASC. Policies that require updating because of federal, state, or local mandates or directives from accrediting or other external bodies may not be amenable to review by the Lodge or FASC.

Article 5 | Non-Discrimination

The Medical Center prohibits unlawful discrimination and retaliation. It's Nondiscrimination, Equal Opportunity and Affirmative Action Policy is available at <https://policy.ku.edu/IOA/nondiscrimination>. Reports of discrimination or retaliation and any inquiries about the policy should be directed to the Medical Center's Equal Opportunity Office, Mail Stop 2014, 4330 Shawnee Mission Parkway, Fairway, KS 66205, 913-588-8011, 711 TTY, nholick@kumc.edu.

Article 6 | Meet & Confer Committee

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 Medical Center

shall designate their respective committees. Each respective committee will consist of no more than six (6) persons with no more than two (2) being in paid status.

The Lodge agrees that its committee shall have no less than three (3) unit members. All committee members can contribute their expertise during negotiations and collaborations. The Parties shall designate a committee member who has the authority to initial tentative agreements.

The members shall be in paid status if the meet and confer session occurs during a member's regular duty time. The Medical Center agrees to make appropriate schedule changes to prevent workforce shortages so the members may participate in the session.

Article 7 | Lodge Stewards

Section 1. Lodge Stewards. The Medical Center agrees to recognize 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 Associate Vice Chancellor for Human Resources (HR) and the Chief of Police annually. The Lodge agrees to notify the Medical Center in writing of any changes within two (2) business weeks excluding weekends and holidays of the change.

Section 2. Number of Stewards. The number of stewards, selected from among employees in the appropriate unit, shall not exceed six (6) stewards.

Section 3. The 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 interpretations of provisions of the MOA, provided enough personnel remain on duty to provide adequate police service at all campus locations. Time spent on the representation of members outside the steward's normal work hours shall not be considered time spent in the employ of the Medical Center or the department. 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 leaving his/her post, the steward will request permission from his/her immediate supervisor and advise him/her that his/her absence involves the Lodge's business and the location to which he/she is going.

Section 4. Lodge Representative. Representative means a lodge member, lawyer, or other witnesses. a person or organization that speaks, acts, or is present officially for someone else.

The Medical Center agrees to recognize one (1) Lodge Representative designated by the Lodge. The Lodge Representative may or may not be an employee of KUMC. The function of the Lodge representative is to assist the line steward which necessary. He/She will observe the procedures set forth in Section 3 of this article.

It is agreed that in exercising their duties under this article, the representative and/or the steward(s) will not discuss any matters connected with the internal management and operation of the Lodge; collect dues or assessments; solicit membership; campaign for elective office in the Lodge; distribute literature, or solicit grievances or complaints.

Where the Lodge representative is not a KUMC employee and has a need to visit KUMC premises for the purpose of conducting Lodge business, he/she shall inform either the Director of Public Safety or Associate Vice Chancellor of Human Resources prior to coming on campus.

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

Lodge shall communicate any steward personnel changes to the Chief of Police within two (2) business weeks, excluding weekends, holidays, and vacation time.

Article 8 | Communication

The Parties agree to commit to a strong, clear, and highly transparent communication standard. The Parties will ensure to disseminate information broadly to all employees concerned. At any time, either party can request information and clarity on operations, policy, procedure, MOA items, or other work-related communication needs. Both parties shall respond with clear and concise responses, using the same medium used to initiate communication. The acknowledgements are delivered within a reasonable amount of time and no longer than 2 business days, excluding holidays and vacations.

If communication results in rejection or a negative response, the parties agree to explain the reasoning and what steps must be taken to improve or qualify for a reevaluation or approval. This "Yes, if..." standard is designed to enable a clear road map to collaboration and cooperation at all levels. If there is no option, that will be communicated and an explanation given.

An informative "State of the Department" communication shall be sent to the Lodge and employees at least quarterly. This communication includes but is not limited to, the current state of operations, events, successes, policy changes, updated organization charts, hires & separations, and expectations from the Department Leadership.

Communication with Lodge shall be sent to both the FOP President and Vice President.

Article 9 | Training, Development, & Career Advancement

Section 1. All full-time police or law enforcement officers are required to complete law enforcement education annually in accordance with K.S.A. § 74-5607a (1968). In order to be applied to this annual training requirement, training must meet the Kansas Commission of Peace Officers' Standards Training, KS-CPOST. Failure to complete such training may be grounds for disciplinary action. Exceptions to this provision are provided in the statute and must be authorized by the Director of the CPOST.

The Medical Center 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 meeting the annual requirement.

The Department agrees to post notices informing employees of training courses, in an electronic form with full access. These notices are normally posted two or more weeks in advance.

A department training matrix is electronically posted and used to assist in prioritizing training to specific member roles and their assignments. This training matrix is reviewed once annually by the training officers and by the review board. These notices are normally posted two or more weeks in advance.

Section 2. The Medical Center agrees that it will attempt to evenly distribute educational opportunities among all employees in the appropriate unit based on need.

The Training Officer will review training and educational programs to determine those programs the department is prepared to pay for all or a substantial portion of the attendance costs.

When the Chief or designee approves such a program for sponsorship the program's availability will be opened for all unit employees to apply. The selection for training is based on the role or job appropriate training need. This includes career development goals and hours needed to maintain certifications. The managers are responsible to ensure unbiased distribution of opportunities and fair dissemination of training.

When two (2) or more officers are judged to be in equal need the participation shall be determined in accordance with the employee's department seniority. In the interest of distributing such training opportunities as widely as possible, the department will take into consideration when an officer last attended a sponsored training program and whether the content of the program was similar to that being requested.

Employees who are not chosen may still request to attend the program at their own expense. To the extent of operational demands, staffing levels, and consideration of overtime permit, such employees will be permitted to attend. If approved, the employees will attend on work time.

Approvals and denials will be communicated in writing within 48 hours. In the case of a denial, the communication includes an explanation for the denial and what requirements need to be met for future approvals.

If a training or education 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 a certificate of attendance for possible inclusion in their department file. Certificates that are judged at least partially related to law enforcement will be accepted and placed in the respective employee's departmental file.

Additionally, subject to CPOST policy, such information will be forwarded for inclusion into respective employee's state records.

Section 3. The Department may require designated employees to attend the training which is deemed relevant and important to their present or special job assignment or overall department needs. In addition, employees, who are interested in attending supplemental training to become an authorized instructor, shall inform the Department Training Officer of their interest. The department agrees to consider officer interest when offering such supplemental training opportunities or the approving body.

Section 4. The Department and the Lodge agree that three (3) members of the Lodge may request to attend the National State F.O.P. conventions and Board meetings each year in a paid status. Further, the parties agree that the granting of the leave will be determined by operational demands, staffing levels, and whether overtime would need to be paid. Release time for other FOP sponsored events may be submitted for consideration on a paid or unpaid basis. If a shortage is created a minimum of two (2) representatives are approved.

Section 5. The Department will make safety training, leadership training, skill training, and career development available to employees. Training is intended to support the role(s), assignment(s), personal and professional development of the employee.

Section 6. Nothing prohibits the Department's discretion to use resources and to assign employees to training or education as part of Training and Guidance, Discipline, or a Performance Improvement Plan.

Section 7. The Medical Center will offer cardiopulmonary resuscitation (CPR), automated external defibrillator (AED) and first aid training, including retaining, to all employees, No employee, however, will be required to provide CPR or first aid assistance in circumstances that would jeopardize the employee's own health or safety.

Article 10 | Use of Facilities

The Medical Center shall provide a meeting place to the Lodge for regular or special Lodge meetings upon written notice from the FOP President to the Associate Vice Chancellor for Human Resources. Such meeting space shall be provided under the following circumstances:

- A. If suitable space is available at the Medical Center and is not reasonably available elsewhere in the area.
- B. The Lodge agrees to reimburse the Medical Center for any usual charge made for the facilities provided and for any additional expenses which would not have been incurred had the space not been made available to the Lodge.
- C. That a request for the use of such space is normally made at least two (2) weeks in advance for the date of use. If a two (2) week notice cannot be provided, the Medical Center agrees to make a reasonable effort to obtain the requested space. In the event of cancellation, the Lodge will normally cancel no later than 48 hours prior to scheduled use.
- D. The Medical Center agrees to make available space for a bulletin board provided by the Lodge. This bulletin board will be for the exclusive use of the Lodge for purposes of posting official notices of the following Union activities, meetings, training opportunities, elections, results of elections, appointments, and recreational and social affairs. The bulletin board will be placed in an area of the squad room or other mutually agreeable area. The size of the bulletin board will be adequate to post 4 (four) full sized 8.5" by 11" sheets.

If the Lodge wishes to post material on this bulletin board pertaining to topics other than those listed above, the Lodge agrees the Medical Center must grant prior approval for such posting. Further, the Lodge agrees to submit the information to the Police Chief a minimum of seven (7) days in advance of the date it wishes the material to be posted.

If approved, the material will be returned to the Lodge official for posting. The Lodge is responsible for any and all liability that may arise from any posting place upon this bulletin board.

Article 11 | Check-Off of Lodge Dues

The Medical Center agrees that upon written signed authorization from an employee, it will deduct from the wages of the employee the legally established monthly Lodge dues. The Parties agree that such authorization shall remain effective for not less than one hundred eighty (180) days and shall continue until such time as the employee is no longer an employee of the Medical Center or submits a request for termination of authorization in writing, to the Lodge and the Medical Center, at least thirty (30) days prior to its effective date.

Deductions authorized by this section shall be in accordance with the deduction plan provision of K.S.A 1980 Sup. 75-5501, and any amendments thereto (The State of Kansas, 1974).

Article 12 | No Interference//No Lock Out

The Lodge agrees that during the life of this Agreement, the Lodge, its agents, or its appropriate unit members will not authorize, instigate aid or engage in any work stoppage, slowdown, sickout, refusal to work, unlawful picketing, or strike against the Medical Center.

The Medical Center will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Lodge.

Article 13 | Official Personnel Records

The Parties agree that employees shall have access and opportunity to review all disciplinary records, evaluations, and common materials in accordance with any applicable State and Federal statutes at the discretion of the employee. Upon request, employees shall have the opportunity, once each quarter, to review their official Medical Center personnel file.

All materials except references provided by other employers in confidence shall be subject to such review. If an employee so requests, he/she may receive without charge, one (1) copy of any document in his/her official personnel file. Personnel files should be reviewed with the Associate Vice Chancellor for Human Resources or designee and may not leave the office without the specific authorization of the Associate Vice Chancellor for Human Resources.

In addition, the department may maintain a personnel file on each employee in their department, provided that such file shall also be subject to review and discussion once each quarter upon request of the respective employee. Such a departmental file is not the official personnel file of an employee.

Supervisors may maintain a supervisor's log or notes to assist them in the discharge of their duties as supervisors. Such logs/notes shall be subject to discussion with employees and employees may review notes or logs about them when such discussion is initiated by supervisors. The Medical Center agrees that notes or documents in supervisor's file will not be offered as evidence in disciplinary matters except to support the occurrence of oral counseling of an employee.

Article 14 | Work Week & Overtime

Section 1. The Medical Center standard work period will consist of one week with a total of forty (40) hours worked within a seven (7) day period, OR two (2) weeks with a total of eighty (80) hours worked within fourteen (14) days in accordance with the Fair Labor Standards Act (FLSA).

When working a seven-day period, all hours worked in excess of forty (40) hours per work period shall be considered overtime.

When working a fourteen (14) day pay period, all hours worked in excess of eighty (80) hours per work period shall be considered overtime.

The Medical Center in determining the appropriate work period will take into consideration adequate staffing levels to enable alternative schedules over 7- and 14-day work periods. No change to work periods will occur without adequate notice given to the Lodge and opportunity for bidding new shift schedules can occur.

Section 2. The normal work shift shall consist of eight (8) or ten (10) or twelve (12) hours per day. Shift hours will be reviewed annually and shall be determined in accordance with workload and need for police services. The department retains the exclusive right to change or modify any or all shift hours. The Lodge recognizes that exigent circumstances such as a sudden or otherwise unexpected reduction in manpower can arise with little advance notice. In the event such a situation should arise, the Department will notify the Lodge as soon as reasonable and not to exceed twelve (12) hours.

Section 3.

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 ½) times the employee's regular hourly rate. In lieu of paying an eligible employee at the extra rate for overtime worked, an employee may request that compensation for overtime worked to be in the form of compensatory time off. If approved, the compensatory time off shall be at the rate of one and a half hours off for each hour of overtime worked, at some time after the workweek or work period in which the overtime was worked. If an employee works in excess of his/her normal work schedule and the employee requests time off in the same workweek, the department may grant the employee's request, however, the employee shall be granted time on an hour for hour basis.

Section 4. Nothing in this Agreement shall be regarded as a guarantee of any hours of work per day or per work period.

Section 5. Work schedules shall normally be posted a minimum of two (2) weeks in advance of the beginning of the schedule period. Changes to an employee's established work schedule shall be in accordance with the Departmental Manual of Operations.

Section 6. The Medical Center reserves the right to schedule overtime work as may be required. Overtime within Police Operations will be offered on the basis of seniority to those officers scheduled to work the shift immediately before and after the needed overtime assignment. Such overtime will be scheduled to precede or follow an officer's regularly scheduled shift. Where such overtime is needed, the Parties agree that officers who are being called in prior to their regularly scheduled shift will respond.

Except in an emergency, to ensure adequate police services, as determined by the department, or as a result of other employee's failure or refusal to respond to department attempts to distribute overtime, the Medical Center agrees not to schedule employees to work more than fifteen (15) consecutive hours.

In assigning any overtime work, the Medical Center will first seek volunteers from the appropriate unit. If more volunteers respond than are needed for the overtime assignment, the more senior employee will be given the assignment. A corporal may volunteer to work an open police officer assignment; however, their seniority will be based on their hire date and not of their rank. A corporal is also eligible to volunteer for supervisor overtime. In the event that the overtime assignment cannot be filled by volunteers, the department may assign work to employees in the unit. Such assignments shall be made in reverse order of seniority, with respect to the job title of the overtime assignment (i.e., an open officer shift will be assigned to a member within the university police officer rank, and will be chosen based on reverse order of seniority.)

Section 7. Staffing for special events will be assigned in accordance with section six (6) of this article. Officers who wish to do so, may volunteer for any number of hours (including on regularly scheduled days off) with permission from their command staff. Further, the parties agree that special events assignments may result in employees working in excess of 15 consecutive hours and such assignments do not represent a violation of Section 6 of this Article.

Section 8. Premium pay cannot be pyramided under this or any other article of this agreement.

Article 15 | Holidays

Section 1. The Parties agree that as a condition of employment, employees in the appropriate unit shall be expected to report for work on holidays with the exception of holidays designated by the Kansas Board of Regents. The current holiday schedule is available at: <https://www.kumc.edu/human-resources/benefits/holidays.html>.

Other days as may be designated by the governor as days on which state offices will be closed shall be considered holidays for employees in the appropriate unit. When necessary, the Medical Center may require any or all employees to report for work on any of the above holidays.

Section 2. Regular full-time employees in the appropriate unit shall receive holiday pay based on the number of hours the employee was regularly scheduled to work on the day the holiday occurred.

Such pay or credit shall be paid at their regular straight-time hourly rate of pay for the above holidays on which no work is performed. Regular full-time employees in the appropriate unit who are required to work on a holiday or observed holiday, shall in addition receive compensatory holiday credits, or at the employee's request with departmental approval, pay for the hours actually worked on the holiday. Holiday compensatory time shall be at the rate of one and a half (1 ½) hours credit for one (1) hour worked. Holiday compensation, if granted, shall be at a time and a half rate (1 ½).

Section 3. If a holiday falls on a Saturday, the proceeding Friday shall be considered the observed holiday. When a holiday falls on a Sunday, the following Monday shall be considered the observed holiday.

Section 4. When an observed holiday falls during an employee's vacation, that day shall not count as one of the vacation days allowed.

Article 16 | Salaries

The Medical Center has established salary ranges, and may establish job classifications, and job titles for covered positions. Salary ranges are provided on the [Human Resource Intranet Site](#).

Over the course of the duration of the MOA, at its discretion and when funds are available, the Medical Center may make periodic changes to the salary structure, to reflect the market as identified by the Medical Center resulting from a market study. Any resulting salary increases authorized for covered employees will be dependent on availability of funds, provided that salaries of bargaining unit members shall not be reduced as a result of changes to the salary structure to reflect the market. Before any changes to the salary structure become effective, the Medical Center will provide the Union with the proposed changes, without the necessity of meeting and conferring with the Union.

Over the course of the duration of the MOA, at its discretion the medical center may create new job classifications and job titles for union-covered positions and adjust member compensation. Such changes may be made to recognize and reward performance as well as additional skills, training, and proficiency demonstrated by members.

When employees are promoted the Medical Center raises their pay to at least the minimum of the new position's pay grade.

If, during the duration of this agreement, the Medical Center identifies available funding for salary increases, the Medical Center will grant increases pursuant to the provisions of this article.

Article 17 | Shift Differential

The Medical Center agrees to pay shift differential to eligible unit members. Shift differential shall be paid to employees for hours worked on regularly established shifts other than the normal dayshift. The current rate for shift differential shall remain. There shall be no reduction in shift differential, without first meeting and conferring with the Lodge.

Article 18 | Standby, Call-in, & Callback Pay

The Parties agree that employees shall receive standby, call-in, or callback pay in accordance with and subject to the following guidelines: Click [Here](#).

Section 1. Standby

1. Non-exempt employees are placed on standby when there is a reasonable chance of their emergency recall due to their department needing their services. Employees on standby are required to be available to report to work within a reasonable amount of time if the need arises. Stand-by compensation is paid when this obligation does not significantly restrict the employee's off duty activities (e.g., the employee carries a beeper).
2. Employees on standby receive compensation at the rate set by the Department of Human Resources. If called into work, they are paid at their appropriate standard rate for the hours worked. They shall not be paid standby compensation for the hours they actually work.
3. Employees called into work from stand-by are guaranteed at least one hour of work and accompanying pay.
4. Employees on standby who are unavailable when called and who present no adequate justification for their unavailability shall lose stand-by compensation for that stand-by period and may be subject to disciplinary action.
5. Exempt employees are not eligible for stand-by compensation.
6. If employee off duty activities are significantly restricted (e.g., they must remain at their home telephone), then this situation is no longer considered "stand-by." During this time, they are considered to be working and are compensated at the appropriate rate of pay (which could result in an overtime situation).

Section 2. Call-Back

1. Non-exempt employees called back to work after having left the workplace subsequent to completing an assigned work shift shall be provided a minimum of two (2) hours work. This two (2) hour minimum shall not apply if the employee was called back during the two (2) hour period immediately prior to the beginning of the employee's next regularly scheduled work shift.
2. Call-back assignments are made from the list used to schedule overtime.
3. Overtime pay will be issued for time worked on call-back when employees have worked forty (40) or more hours in one (1) week. When schedule time worked plus call-back time worked does not exceed the forty (40) hour limit for one (1) workweek, employees will be paid at their normal rate for the call-back time.

Section 3. Call-In

Non-exempt employees who are called into work on a day they are scheduled to be off shall be provided a minimum of two (2) hours work unless the employee was on standby when called in

or if the call-in was during the two (2) hour period immediately prior to the beginning of the employees next regularly scheduled work shift.

Section 4. Notifications

Call-in and Call-back notification shall be communicated no less than two (2) hours before a shift. Once selected and scheduled changes or reassignments can be made only up to two (2) hours before the assigned shift.

Article 19 | Police Training Program

The Police Training Program (PTP) is the primary department field training program. The Police Training Officer (PTO) is a certified trainer responsible for teaching, and coaching, new officers, as well as making required daily and weekly reports. All Police Corporals (or equivalent rank) are trained and certified as PTOs. Under certain circumstances, Officers (or equivalent rank) may elect to serve as PTOs.

Section 1. The Police Training Officer is open to any employee off probation. Police training officers must complete the PTO certification before functioning in this capacity. They may also be required to take refresher training prior to assuming PTP duties.

Section 2. The Medical Center determines assignments to the PTP program. Consideration will be given first to Corporals who are available.

Section 3. Those employees earning the PTO certification qualify to wear special designations on their duty and dress uniforms.

Section 4. Any employee serving as a Training Officer receives an additional hourly compensation to their regular pay when performing training duties, per previous written side letter agreement of 2016.

Article 20 | Residential Requirement

The Lodge agrees that employees in the appropriate unit shall be required to reside within a sixty (60) minute response time to the Medical Center campus.

Article 21 | Probation

Section 1. The Parties agree that all employees with original and reinstatement appointments shall be subject to a probationary period.

Section 2. During the probationary period, the Medical Center will have the opportunity to evaluate an employee's solo performance, behavior, and conduct. The decision on retention or discharge shall be made during the probationary period. Probationary employees may be dismissed for any reason or no reason. Original appointments are subject to a twelve (12) month probationary period, however, for good cause, this may be extended for up to six (6) additional months by the Medical Center.

Section 3. Employees who are promoted to a higher classification shall be subject to a probationary period of six (6) months, except as provided by section four (4) of this article. Such probationary period may not be extended. "Probation" for the purposes of this section relates to an employee's ability to independently demonstrate the abilities, performance, conduct, and behavior to satisfactorily perform the requirements of the position to which he/she was promoted.

Section 4. An employee's time spent during any official Leave of Absence or Military Service shall not count towards satisfying the length of the probationary period.

Section 5. The Medical Center shall inform the employee, in writing, when they complete probation. New hire employees shall be notified of the start and end dates of their probationary period in their initial hire documentation.

Article 22 | Productivity Measures

Delivery of police services in the most efficient, effective, and courteous manner is of paramount importance to both Parties. Therefore, it is expected that all employees endeavor to contribute to the organization's mission and be productive. Such achievement is recognized to be a mutual obligation of both parties, within their respective responsibilities.

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

The Lodge recognizes the Medical Center right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms, or standards. Such standards, developed by quantifiable and quantitative measurement procedures, 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 can be expected to be responsible for working to such standards.

Article 23 | Health & Safety

Workplace safety is highly valued by the University of Kansas Medical Center and the Lodge. Together the University, the Hospital, the Medical Center Police Department and the Lodge shall make every effort to provide and maintain safe working conditions. This includes following all applicable regulations put forth by the Kansas Department of Labor (KDOL), the Kansas Department of Health & Environment (KDHE), the Environmental Protection Agency (EPA), or other federal, state, county or city regulatory bodies. Workplace safety policies and guidelines are available on PolicyStat for all University employees. Personal Protective Equipment will be provided when engineering or administrative controls cannot sufficiently reduce the exposure to a hazard.

Employees are encouraged to help improve workplace safety by reporting safety and health concerns to a supervisor, department leadership, Human Resources, Emergency Management, the University anonymous reporting hotline or the EHS Office. Employees will be protected from any form of retaliation in compliance with the University's Whistleblower Policy. The University will investigate and correct safety concerns within a timely manner. Written results of the investigation will be made available to the employee who reported the concern or a Lodge representative upon request.

Article 24 | Employee Assistance Program (EAP)

The Employee Assistance Program (EAP) is a service provided for State of Kansas employees and their dependents at no charge. The EAP provides information, short-term counseling, advice, and referrals from licensed professionals.

<https://healthbenefitsprogram.ks.gov/sehp/healthquest/employee-assistance-program>

EAP services are always completely confidential, in accordance with state and federal regulations.

Article 25 | Meal & Break Periods

Law enforcement officers are frequently called upon to render assistance or respond at any time during their shift. Because employees covered by this Agreement cannot be scheduled a meal period relieving them from this obligation to respond, the Medical Center agrees to continue its present practice regarding employees' meal periods. Employees will be paid for a one (1) thirty (30) minute meal break and two (2) fifteen (15) minute breaks for each regular eight (8) hour shift. Employees will be paid for one (1) thirty (30) minute meal break and three (3) fifteen (15) minute breaks for each regular twelve (12) hour shift.

Employees shall not take their meal period during either the first or last hour of their shift. In case of emergency, this practice may be altered with the approval of the Shift Supervisor.

As long as the officer is able to respond to calls for service within five (5) minutes travel time, meals may be taken on or off-campus in Wyandotte County, Kansas. Meals may be taken at the employee's residence should it fall within the five (5) minute non-emergency response time. Supervisors can approve locations outside the boundaries at their discretion.

Article 26 | Travel Expenses

Employees required to travel shall be reimbursed by the Department within a reasonable amount of time not to exceed thirty (30) days from submission as authorized and set forth in "Policy Manual," issued by the Kansas Department of Administration

https://admin.ks.gov/docs/default-source/cfo/travel-information-for-state-employees/travel-handbook-fy2020.pdf?sfvrsn=734a80c7_4

All employees covered by this Agreement, whose duty assignments take them away from the six (6) county Kansas City metropolitan area, shall be compensated in accordance with Kansas Administrative Regulations.

Article 27 | Cleanup Time

If at any time during the shift, an employee soils or damages his/her uniform or person, the employee may request temporary relief from duty for the purpose of changing his/her uniform or necessary personal cleanup. Shift Sergeants shall not unreasonably deny an employee's request made under this article.

Article 28 | Workers' Compensation

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 Parties agree to abide by the procedures and requirements set by the Self Insurance Fund regarding medical treatments, examinations, and determinations.

<https://healthbenefitsprogram.ks.gov/ssif/lists/state-self-insurance-fund-list/77cafa9e-07bc-4e76-9048-0f6709f5ccdf>

An employee who has sustained a "work-related" injury, should follow the procedures set forth in the Medical Center's Workers' Compensation Policy.

<https://kumed.sharepoint.com/sites/mykumc/hr/Pages/Worker's-Compensation.aspx>

The employee must report the injury to their supervisor and the designated official in the Office of Human Resources.

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 make up the difference between temporary total disability payments and the employee’s regular base pay.

In addition, employees covered by this Agreement may be eligible for “Job Injury Leave” as provided by K.A.R. 1-9-22. Employees who sustain a “qualifying job injury” as defined in K.A.R. 1-9-22 shall receive benefits as defined and described in K.A.R. 1-9-22 (Sebelius, 2004).

Article 29 | Time Off for Voting

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 (2) consecutive hours during the period that polls are open.

Article 30 | Weapons Proficiency

Article 30 | Weapons Proficiency

The Parties agree that weapons proficiency is a condition of employment. In addition, the parties agree that each employee covered by this Agreement is responsible for maintaining current proficiency with his/her service weapon(s). Each officer must meet proficiency requirements in accordance with KSCPOST and departmental policies at a location provided by the department and time designated by the department. The Medical Center will provide materials; ammo, targets, and safety equipment for this sponsored and supervised activity.

The Medical Center agrees that officers shall receive a minimum of two (2) hours of pay during required proficiency sessions that are normally a minimum of two (2) hours in length. The Medical Center agrees to make weapons training opportunities and supplies available quarterly to Employees for the purposes of meeting proficiency standards.

Article 31 | Mandatory Court Appearance

The Medical Center and Lodge agree that in the event an employee receives notification that he/she is to appear in court as a result of their official duties, such employee shall be obligated to comply with the notification.

All hours actually spent by employees in required court appearance shall be considered time worked for pay purposes. In the event that such court appearances fall outside an employee’s normal work hours, the hours spent shall be handled in accordance with the call-in and callback provisions of Kansas Administrative Regulations as applicable.

When an employee complies with all departmental procedures on the day prior to a scheduled court appearance and is notified on the date the court appearance is still scheduled for the next day, the employee shall be entitled to receive a two (2) hours minimum payment even if the court appearance is canceled.

If a required court appearance is cancelled or postponed for any reason, the employee may be required to report for duty for the remainder of the two hours.

Article 32 | Internal Affairs

Section 1. 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 Investigation. 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//interrogation 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 interviewer. While conducting internal affairs interviews//interrogations the investigator will report directly to and be supervised by the Chief or Deputy Chief.

Section 2. Further, the Department agrees to accurately inform the employee of the nature and basic facts (date, time, place, and type of incident) and the specific allegations, in writing, related to the investigation known to the Internal Affairs investigator at the time of the interview before any interrogation commences.

Section 3. Bargaining Unit Members being interviewed in the course of a criminal or disciplinary investigation shall have the right to be represented by either a Lodge Representative, and//or an attorney. All such interviews shall be scheduled in advance to accommodate the attendance of the Lodge Representative or the attorney.

Section 4. Whenever an Internal Affairs interrogation is conducted, the complete interrogation of the employee shall be recorded using audio and video equipment. There will be no "off the record" conversation between the employee and the interviewer except by mutual agreement. All recesses called during the interrogation shall be noted in the record. If requested, the employee and his/her representative will be provided an opportunity to view the original recording of the interrogation. At the employee's request, the Department will provide the employee, and his/her representative will be provided, an opportunity to view the original recording of the interrogation. At the employee requests, the Department will provide the employee one (1) 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. Interview//interrogation shall be limited in duration to a reasonable length of time, not to exceed three (3) hours.

Sections 5. During an internal affairs investigation, an employee who is being interrogated may request a rest break after each ninety (90) minutes of the interview, provided that such requests do not unduly disrupt the continuity of the interrogation. Such rest breaks shall be limited to no more than fifteen (15) minutes. The Medical Center agrees that employees shall not be limited in their activities during the rest break.

Section 6. The department agrees not to release an officer's home address, telephone number, or photograph to the news media without the officer's consent.

Section 7. 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 administration and criminal investigations may occur.

The Department agrees that any information and or evidence obtained during an administrative interview//interrogation 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.

Section 8. The Chief of Police will actively consider submission to the District Attorney's office for prosecution of 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 Chief and may also be accompanied by the FOP president or designee, to discuss the matter.

Section 9. The Medical Center agrees to notify, in writing, the officer of the disposition following the conclusion of the investigation. If no notification has been sent within 120 days, the officer may request a status update.

Article 33 | Leaves

The University of Kansas Medical Center, through the state of Kansas, has very generous time off policies to support a work-life balance that benefits the entire organization and its employees. Details regarding time-off policies are available at <https://www.kumc.edu/human-resources/benefits/time-off-and-leave.html>

Section 1. Leave without pay

Employees in the appropriate unit at the Medical Center may be granted a leave of absence without pay for a reasonable period of time consistent with effective fulfillment of the Medical Center duties, but not to exceed one (1) year for illness, childbearing, or other temporary

disabilities, or for other good and sufficient reasons. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee, and if approved by the appointing authority, shall be reported to the State Director of Personnel Services.

If interests of the Medical Center require, the Appointing Authority may terminate a leave of absence without pay by giving notice in writing to the employee.

An employee returning at the expiration of approved leave without pay or upon notice by the Medical Center that leave without pay has been terminated shall be offered a position similar to the position held at the time the leave was granted.

An employee's failure to report for duty within five (5) days after notice to return from a leave of absence shall be deemed a resignation.

Employees on leave of absence without pay shall stop accruing service time for purposes of vacation, sick leave, salary increases, or seniority.

Section 2. Jury Duty Leave

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

Section 2.1. Leave with pay shall be granted to permanent or probationary employees in the unit for a required appearance before a court, legislative committee, or other public body if the appointing authority considers the granting of leave with pay to be in the best interest of the state.

Section 2.2. Each employee granted leave under this article who receives pay or fees for a required appearance, including jury duty, shall turn over to the state the payor fees in excess of \$75.00. The employee may retain any amount paid to the employee for expenses in traveling to and from the place of the jury duty or required appearance, except that when an employee uses a state vehicle in traveling to and or from the required appearance, the employee shall turn over to the state any mileage payment received.

Section 3. Bereavement Leave

Upon the death of a member's immediate family, an employee in the unit may request bereavement leave. If approved, the employee will be granted leave with pay, up to three (3) working days. Additional days may be granted on showing that circumstances require travel out of the surrounding area or showing that an earlier return would work a hardship upon the employee. In no event shall bereavement leave exceed six (6) working days.

For purposes of this article, immediate family includes spouse, child, mother, father, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunts, uncles, grandparents and grandchildren or any relative residing in the employee's household. An employee may request bereavement leave for a person who is not an immediate family member, but such requests shall only be granted at the discretion of the Department.

Section 4. Military Leave

The Medical Center 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 5. Injury Leave

Bargaining unit members, who sustain a qualifying injury, as determined by the employee's appointing authority, shall be eligible for job injury in accordance with K.A.R. 1-9-22 (Sebelius, 2004).

Article 34 | Wellness Program

One of the primary duties of law enforcement is to protect the safety and wellbeing of the public and fellow officers. The Department and the Lodge agree that this objective is best accomplished by personnel who are capable of meeting the mental and physical demands of the job. The Medical Center and the FOP have agreed upon a wellness program to assist officers in meeting those demands. This agreement includes full memberships at Kirmayer Fitness Center or reimbursement for membership at an equivalent facility and not to exceed the cost of Kirmayer membership. Wellness evaluations will be included as a part of the officer's annual performance review.

Article 35 | Duty Accommodations

It is recognized 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. The Medical Center is committed to providing reasonable accommodations to qualified individuals with known impairments that meet the statutory definition of a covered disability except where such accommodation would impose an undue hardship or present the threat of harm. Reasonable accommodations are articulated in provisions of the Americans with Disabilities Act (ADA) of 1990, the Americans with Disabilities Act Amendments Act (ADAAA) of 2008, the Federal Rehabilitation Act of 1974 and the Kansas Act against Discrimination. To request an accommodation from the appropriate university contact hr-university@kumc.edu.

The University accommodation policies and forms are available at <https://kumed.sharepoint.com/sites/mykumc/hr/Pages/Accommodation-Policy.aspx>

Article 36 | Special Projects Committee

The purpose of the Special Projects Committee (SPC) is to create an incubator for department development opportunities. The SPC manages several subcommittees, exploratory projects, public safety engagement, training, culture initiatives, policy review, award review, and any other special projects. It is designed to provide employee feedback to the Chief of Police (Chief) and Associate Vice Chancellor for Public Safety (AVC-PS) on matters that impact or potentially impact the employee experience (e.g., safety, wellbeing, engagement), specifically feedback in terms of proposed or existing departmental policies and procedures; to make recommendations related to employee awards, consistent with the various award processes; and to participate on teams or in meetings pertinent to the roles and duties of the Committee

Membership

Committee membership shall include a total of nine individuals. All voting Committee members serve at the pleasure of the AVC and the Chief.

A non-voting Chairperson, who shall be the Deputy Chief or designee, is responsible for scheduling, convening and facilitating Committee meetings.

A secretary shall be elected by the voting members of the Committee from its members. The secretary shall serve for a period of one (1) year.

Four (4) members shall be appointed by the Chief from the University Police Officer or University Police Corporal segments of the workforce. Four (4) members shall be appointed by the AVC-PS from non-supervisory, non-commissioned segments of the workforce, ensuring representation from divisions within the Public Safety Department (Department). All Committee members must have completed their new-hire probationary period prior to appointment to the Committee.

Committee vacancies shall be made known by the Chairperson to the AVC and Deputy Chief of Police (Deputy Chief). Notification shall be made by email, immediately upon the Chairperson's awareness of the vacancy. Vacancies may occur if a Committee member is promoted to a position that disqualifies them from continued membership, if he/she chooses to resign from the Committee, or if the Chief and/or AVC-PS chooses to remove the member from the Committee.

The Deputy Chief shall post a notice of vacancy, accessible to the workforce segment(s) for which the position is being filled. The posting shall be open for a minimum of five (5) days. The Deputy Chief shall confer with the division commanders or directors, as appropriate, to review applicants, based on applicants' capabilities and capacity. The Deputy Chief will then submit to the Chief and AVC-PS a list of applicants in rank order, based on the preference of the Deputy Chief and division commanders or directors. The Chief or AVC-PS will then appoint a replacement Committee member, using the ranked list as an input into the appointment decision.

The Chairperson may form subcommittees of the Committee membership to address issues that affect only certain segments of the workforce. The Chairperson may also recruit Subject Matter

Experts (SMEs) or other individuals to collaborate on special projects. All non-board members must have leadership approval to work on special projects.

Meetings

The Committee shall meet quarterly. Ad hoc meetings may be scheduled, as needed. Quarterly and ad hoc meetings require a quorum of five voting members. Agenda items must be received by the Chairperson at least seven days prior to the Board Committee meeting at which the item will be considered by the Committee. The Chairperson, working with the Secretary, shall post meeting agendas in a publicly accessible format no less than five days prior to a meeting.

Meetings shall take place in an appropriate space within the Public Safety Department offices. Meetings may take place virtually, at the Chairperson's discretion. Meetings are open to employees, who may voluntarily attend.

Voting members have one vote per member. Absent members do not vote (i.e., voting by proxy is not permitted).

Meeting minutes shall be posted in a publicly accessible format upon approval of the minutes by the Committee.

Resources

The Committee shall be authorized to utilize department resources (e.g., office equipment, space, computers) necessary in the conduct of the Committee's business. The Committee shall conduct its business within normal hours of operation. Participation in the Committee's quarterly meetings will be in paid status. If Committee service is anticipated to result in overtime, a request for overtime must be made and approved in advance, per the Department's normal overtime process, by the Chairperson and immediate supervisor.

Committee archives shall be housed in the office of the Professional Standards & Accreditation Manager. The Secretary is responsible for maintenance of Committee archives materials.

The Deputy Chief shall respond in writing to the Committee within thirty (30) calendar days of receipt of a recommendation from the SPC. The thirty (30) calendar days may be extended for reasons of illness or other extended absences of the Deputy Chief.

The Deputy Chief's response will be that of 1) approved and date of implementation, 2) disapproved and reasoning for disapproval, 3) return for further research and modification, identifying those issues along with guidance for modification, 4) an explanation of the need for further review at the management level, normally to be conducted within forty-five (45) additional calendar days, or 5) date for expected submission to the Board of Regents, Legislature or other legislative/policy-making body (as applicable).

Article 37 | Uniforms

Section 1. The Medical Center agrees to continue present practices regarding dry cleaning services for issued duty uniforms. Included are those items requiring professional dry cleaning (uniform shirts, trousers, and jackets).

Section 2. The appropriate uniform and any guidelines on wear of uniforms will be determined by the Department. Employees will be notified in advance of any change in the prescribed uniforms or the guidelines on wearing of uniforms. The Department will bear the cost of any changes in the official uniform. A specified uniform may be assigned by the department for special events and or duty functions.

Section 3. Unless otherwise specified, officers may wear either long sleeve or short sleeve blue uniform shirts, at any time during the year. Seasonal restrictions for other styles and types of issues shirts may be instituted at the Department's discretion.

Section 4. Uniforms & Equipment

A. The department will provide each newly hired member with five sets of uniforms (with a set described as one long-sleeve shirt, one short-sleeve shirt, and one pair of trousers), as well as one pair of duty-approved footwear. Any of these items that are issued from the existing departmental inventory will be clearly serviceable and in good condition.

B. Replacement uniforms and equipment will be based on the individual's needs and availability of fiscal resources as determined by the department. When fiscal resources are limited, replacement items will be distributed as equitably as circumstances permit. The amount of the annual uniform/equipment allowance will be determined by the Medical Center.

C. The department will issue each newly hired officer one flashlight and holder of a type and style approved by the department for use on duty, during training or tactical assignments.

D. Employees who wish to buy department-approved items will be reimbursed up to the current uniform and equipment allowance. All costs in excess of the department allowance will be borne by the employee. A list of department-approved, reimbursable uniform and equipment items will be posted and available electronically.

E. The amount of the annual uniform allowance is currently \$412 and will not be reduced without meeting and conferring with the Lodge.

F. The reimbursement window for purchases is July 1 - May 15 each fiscal year.

Section 5. Specific FOP pins that have been approved by the Chief may be worn centered one-half (½) inch above the nametag or nametag and award ribbons.

Section 6. Issued departmental award ribbons may be worn and when worn shall be centered one-half (½) inch above the nametag and not exceed two (2) inches.

Section 7. The Department will select and approve a type and style of leather jacket which may be purchased by the employee, at his/her own expense. When being worn on duty, the jacket must allow the wearer to be identifiable as a police officer. The employee may elect to identify him/herself by Departmental patches permanently affixed to the jacket (with costs borne by the department) and placement of a standard duty badge worn as prescribed by Departmental policy or placement of a standard duty badge worn as prescribed by Departmental policy. Care and cleaning of the coat is the responsibility of the individual owner.

Section 8. The Department encourages members to make uniform related suggestions to the Special Projects Committee for consideration and subsequent recommendations to the Chief.

Section 9. Tattoos on the head, face, neck or hands are NOT permitted to be visible at any time while representing the Department. Exceptions: Hand tattoos are limited to one band ring tattoo on one finger of each hand. Members representing the Department in any official capacity at any external formal meeting, including Municipal and District Courts, or community meeting, as determined by the Chief, shall make every effort to cover any visible tattoo or body art. At no time while on duty while representing department in any official capacity shall any offensive tattoo or body art be visible; examples of offensive tattoos include, but are not limited to, those that exhibit or advocate discrimination against sex, race, religion, ethnicity national origin, sexual orientation, physical or mental disability, medical condition or marital status; those that exhibit gang, supremacist or extremist group affiliation; and those that depict or promote drug use, violence, sexually explicit or suggestive acts, or other obscene material.

The Special Projects Committee will advise on the appropriateness of visible tattoos and provide any supporting documentation. In the event the review board becomes aware of new information regarding a member's visible tattoo(s) deemed inappropriate, they will notify the Chief in writing immediately.

Only those tattoos deemed permissible by the Chief of Police, or designee, may be visible while wearing their assigned uniform.

The Chief reserves the right to rescind any member's authorization to have a visible tattoo(s) should any institutional concerns arise and require that they be covered while on duty.

Section 10. Officers shall be allowed to wear a beard, mustache, or goatee, except in instances when they must be clean-shaven as required for the testing of respiratory protection equipment and when respiratory protection equipment is required to be worn for duty purposes. **Mustaches** – A short and neatly trimmed mustache may be worn. Mustaches shall not extend

downward beyond the lip line of the upper lip or extend sideways beyond a vertical line drawn upward ¼ inch out from the corner of the mouth. **Sideburns** - Sideburns shall not extend below the bottom of the outer ear opening, the top of the earlobes, and shall be trimmed and neat. Sideburns must not interfere with testing and wearing of respiratory protection equipment when required. **Beards and goatees** - Beards and goatees may be worn. They must be neatly groomed and not exceed 1/2 of an inch in length.

Article 38 | Promotion

Section 1. Medical Center Employees who have successfully completed the probationary period, may apply in writing for position Corporal, within the time specified, meeting the established position description qualifications for University Police Corporal. Internal applicants shall be given first consideration before external or state applicants are recruited.

Section 2. The components of the selection process and their weights for the position of University Police Corporal is as follows.

A. Testing. Each Candidate will complete a written examination which may cover current laws, department policies, leadership, relevant written assignments and tasks associated with the position description and duties of the position, and communication skills. The Department will provide an updated study guide for the Candidates. The test will count for fifty (50%) percent of the overall score.

B. Interviews. Candidates shall be granted interviews. The interview may include tasks or role playing related to the Position Description. The Department will select no more than two (2) incumbent or higher rank and at least one (1) supervisor to conduct interviews of Candidates. These interviews will count for fifty (50%) percent of the overall score.

Section 3. The top three candidates determined through the selection process, will be interviewed by the Chief (or designee) for each vacant position. Each vacant Police Corporal position will be filled based on the results of this interview. Each Officer completing the section process, and the FOP President, will receive an email providing him/her with the selection results of all officers competing for the vacant Corporal position.

Article 39 | Seniority

Section 1. Employees shall not attain seniority until completion of the required probationary period. Seniority is counted from the employee's hiring date. Those employees hired on the same date, seniority will be determined by the date completing the Police Training Program (PTP)

Section 2. An employee's seniority shall be broken, and all seniority lost if an employee:

- Quits, Resigns, or Retires
- Is discharged for proper cause
- Commits Job Abandonment
- Accepts other employment outside state service during an approved leave

Section 3. An employee's seniority shall be broken but not lost if an employee has completed the probationary period after being promoted or transferred outside the appropriate unit.

Section 4. An employee's seniority shall continuously accrue without interruption during:

- Vacation
- Sick leave
- Military leave
- Authorized leave of absence

Section 5. Seniority will remain with any employee during the time they are employed with the University Police Department. In the event of a change in job title due to the promotion of Sergeant and above, the Member's previous job title time will be considered time in good standing and shall be frozen. The Member will begin to accrue time in the new job title immediately. In the event of voluntary or involuntary demotion, the affected Member's previous job title time, in good standing, will resume from the point at which it was frozen. This article will not apply to those employees who accept a position outside of the Police Services Division of the University of Kansas Medical Center Police Department.

Section 6. Seniority Tie-breaking. For the purposes of breaking ties within the Bargaining Unit, the following shall apply in order:

- Police Department Hire Date: Date upon which employee was hired by the police department
- Completion Date of PTP: Date upon which employee completes and is released from PTP. This is a tiebreaker for employees with the same police department hire date
- Public Safety Department Hire Date: Date upon which the employee was hired by the Public Safety Department. This is a tiebreaker for employees with the same Police Department hire date and PTP completion date.
- State Date: Date upon which the employee was hired as a state of Kansas Employee. This is a tiebreaker for employees with the same police department hire date, PTP completion date, and public safety hire date.

- CPOST Basic Training Transcript; Tiebreaker for Employees with the same police department hire date, PTP completion date, public safety hire date and state date. Employees with higher cumulative CPOST transcript scores will have higher seniority.

Section 7. 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 seniority. During the process of requesting regular days off and holidays, Corporals will bid for days off prior to officers. Corporals will not be assigned the same days off as the shift Sergeant. If there is more than one Sergeant assigned to a shift, a Corporal may request to have the same days off as one of the Sergeants on the shift.

Section 8. Regular Shift Assignments. Once each year, by job title, unit employees will indicate their shift preference for the succeeding one-year period. For the period January 1 - December 31, 2021, bidding will be governed by seniority. Thereafter, bidding will be governed by seniority for even-number years and by annual performance evaluation score for odd-number years.

In the event of a tie in evaluation score, the tie will be broken as outlined above

An Employee's most recent performance evaluation is the annual performance evaluation given to the employee. An employee's evaluation for completion of the Police Training Program (PTP) or probation shall not be considered as the employee's most recent evaluation.

After the annual assignment to shifts, if unit employees need to be reassigned from one shift to another, in the absence of volunteers, such reassignments will be made in the reverse order of seniority. Should more employees volunteer than are needed seniority will be used as the determining factor.

While under probation as a Police Officer and until the next annual shift bid, employees may be assigned to shifts at the sole discretion of the department.

Section 9. The Medical Center shall assemble and maintain a seniority list for employees in the appropriate unit. The list shall reflect (1) State of Kansas Seniority, (2) Departmental Hire Date Seniority, and (3) Job Title Seniority.

The seniority list shall be updated on a periodic basis, not to exceed annually as new officers are appointed to the Medical Center Police Department. The Department will maintain the most current list, posted on a bulletin board in the Squad Room. Employees must report any objections or corrections to the list within fourteen (14) days to the appropriate Commander for correction. 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 fourteen (14) 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 40 | Disciplinary Action

The department utilizes the disciplinary process in the KUMC USS Policy. Discipline imposed as a result of other than a formal Internal Affairs Investigation shall be initiated within twenty (20) calendar days following a report or allegation that an infraction warranting such discipline has occurred. Internal Affairs Investigation(s) shall have forty-five (45) calendar days from the date of assignment (60 calendar days if the investigation relates to a serious breach of conduct or violation) to submit their report to the Chief.

The Parties agree that where the unavailability of personnel due to vacations, illness, military service, or other absence from work prohibit such discipline from being initiated, the above time frames shall be lengthened by the duration of the absence. In the case of any prospective discipline, if the Chief determines the situation requires further inquiry, he/she may extend the time frames up to an additional fourteen (14) days.

Employees may be disciplined only for proper cause. Whenever an employee is called to appear before any supervisor for the purpose of receiving a written counseling (REGD), the employee may request the presence of a Lodge or other Representative. The Medical Center agrees that employees in the appropriate unit, with permanent status, who are reprimanded, or counselled (verbal or written), may discuss such action with the AVC for Public Safety. Employees who are demoted, suspended without pay, or dismissed, shall be afforded an opportunity to appear before the KUMC Appeals Board, as noted in KUMC USS Policy. Further, the employee may have a Lodge or other representative with him/her at such hearing if he/she so desires.

Forms such as the Report of Employee Guidance//Discipline, when used for disciplinary counseling purposes and placed in an employee's personnel file regarding performance or attendance problems, shall remain valid for a period not to exceed one (1) year period, the entire employee record may be considered in determining appropriate discipline.

The Medical Center agrees that any documents supporting formal disciplinary actions of REGD, Suspension, Demotion, or Dismissal will reside in the employee KUMC Official Personnel File.

Leadership will make a copy of the KUMC Appeal Board Process available to employees and the Lodge when requested.

Article 41 | Grievance Procedure

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:

Section 1: General Terms

- A. 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.
- B. A grievance or the Lodge may withdraw or settle a grievance at any step of the grievance procedure.
- C. 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.
- D. This grievance procedure shall not apply to disciplinary action of demotion, dismissal, and suspension which shall be covered by Article 40.
- E. This grievance procedure does not apply to performance evaluations. Performance evaluations may be appealed to the Associate Vice Chancellor for Human Resources or his or her designee.

Section 2. Time off for Processing the Grievance

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

Section 3. Steps of the Grievance Procedure

A grievance 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, to all parties, 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 a mutually agreed upon grievance form to the Chief or his/her designee within ten (10) days after the immediate supervisor's answer in Step 1. The Chief or his/her designee shall discuss the grievance with the employee, shall attempt to resolve the grievance, and will respond in writing, to all parties, within fifteen (15) days after meeting with the aggrieved employee.

Step 3. If the grievance has not been resolved in Step 2, it shall be presented in writing to the Associate Vice Chancellor of Human Resources or his/her designee within ten (10) days after the response from the Chief or Supervisor is received. The Chief or his/her designee shall review

the grievance and may conduct additional investigations and/or hearing prior to preparing his/her response. The Associate Vice Chancellor of Human Resources will respond in writing, to all parties, within fifteen (15) days after concluding any hearings or investigations of the grievance.

Section 4. Arbitration

Any grievances, which have not been satisfactorily resolved at Steps 1, 2, or 3 above may be submitted to an Arbitrator by request for the Lodge or the Department within thirty (30) days after 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:

- 1) 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. The notice shall set forth the articles or sections of this Memorandum that the party requesting arbitration believes have been violated. If the notice of intention to arbitrate is not delivered within thirty (30) days, the grievance shall be deemed abandoned.
- 2) Within fifteen (15) days after the above notice is delivered, representatives of the parties shall confer 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 Federal Mediation and Conciliation Service (FMCS), each qualified to act as an impartial arbitrator. After receipt of said panel, representatives of the parties will meet to alternately strike names until only one name remains on the list, and that person shall become the impartial arbitrator. At the time of the first arbitration under this Agreement, the party making the first strike will be determined by a coin flip. Thereafter, the first strike shall be alternated between the parties.
- 3) 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 decision on these procedures.
 - 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 provisions of the 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 the Memorandum and the facts and evidence presented to him/her by the parties. Additionally, the arbitrator's decision shall be in accord with all existing state statutes and regulations.

- d) The arbitrator shall render an advisory ruling. Either party then has thirty (30) days to contest the verdict due to an alleged violation with State statutes or regulations by filing a notice of appeal to the Executive Vice-Chancellor. The Executive Vice Chancellor shall review the advisory ruling and render a decision, which constitutes final agency action. If the advisory ruling is not contested within thirty (30) days, it shall be implemented as final agency action.
- e) 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.
- f) Nothing in the procedure shall be deemed to prevent employees from exercising any right of appeal, judicial review, or any other legal rights afforded them by law of the Constitution of the United States or of the State of Kansas.

Article 42 | Lockers

Lockers in locker rooms are the property of the Department. Therefore, employees should not assume a reasonable expectation of privacy. Lockers shall have locks supplied by the Department. Inspection of lockers may occur at any time with or without the locker user present. Any inspection or accessing of lockers will be conducted only after making a reasonable attempt to contact the locker user. The inspection of the locker will require the presence and approval of the on-duty shift supervisor and a command-level officer.

Article 43 | 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 provision 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 44 | Manual of Operations & General Orders

The current written Manual of Operations and all current written General Orders will be readily accessible in electronic format to all employees so that they may be reviewed whenever necessary.

Article 45 | Evaluation Appeals

Any non-probationary employee, who receives an annual performance rating that is lower than a rating of "meets expectations," may appeal that rating in accordance with the following:

Section 1. An employee who is eligible to appeal should first review the concern about the performance rating with the rating supervisor. Efforts to resolve the concern about the performance rating are to be made at the lowest possible reporting level and are to be appealed to higher reporting levels only if a solution is not reached. If a satisfactory resolution is not reached within ten (10) business days of the date the matter was taken to the immediate supervisor, the employee may appeal the matter to the next levels of administration up to, and including, the Chief of Police. Appeals through these levels of administration should be concluded within a total of twenty (20) business days. If there is an ultimate resolution in favor of the employee, the performance rating shall be changed to reflect the new rating.

Section 2. If the employee's concern is not resolved through the internal appeal process and the employee wishes to appeal further, the employee must first file a written request to file an appeal with Lodge President within seven (7) business days of the conclusion of the internal appeal process. If approved, the Lodge President shall file an appeal with the Associate Vice-Chancellor for Human Resources (HR) within seven (7) business days of receiving the request to file an appeal from the aggrieved member. Individual employees shall not be permitted to file an appeal without the Lodge's approval.

Section 3. Within seven (7) business days following the receipt of the employee's appeal, the Associate Vice Chancellor of HR shall either make the employee's requested changes to the evaluation as provided in the appeal or appoint a committee of three (3) employees to hear the appeal. If the Associate Vice-Chancellor for HR makes such changes, the revised evaluation shall be returned to the employee for his or her signature. If the employee disagrees with such changes, he or she may refile the appeal in accordance with section 2 of this article.

Section 4. The Committee appointed by the Associate Vice-Chancellor for HR shall be composed of individuals, who in the judgment of the Associate Vice-Chancellor for HR are fair and impartial. The rating employee(s) shall not be appointed to the committee.

Section 5. As soon as the committee has been appointed, the Associate Vice-Chancellor for HR shall notify the employee and the department of the names of the committee members and the date, time, and place of the hearing. Prior to the date of the hearing, either the appealing employee or the department may object, in writing, to any individual proposed to serve on the committee. The written objection shall explain the reason that the committee member should not be appointed. Upon receipt of an objection, the Associate Vice Chancellor for HR shall either overrule the objection or sustain it and appoint another individual to the committee.

Section 6. Once duly appointed, the appeal committee shall conduct a hearing and shall consider any relevant evidence that may be offered by the employee and the rater, and shall

make available to the employee any evidence that the committee may secure on its own initiative. The employee and the rater shall have an opportunity to question any person offering evidence to the appeal committee.

Section 7. Within fourteen (14) business days of the date of the conclusion of the hearing, the committee shall prepare and sign a written rating for the employee. The committee's rating should include appropriate explanation and development feedback. That rating shall be final and not subject to further appeal. The appeal committee shall give the rating to the Associate Vice Chancellor for HR, who within five (5) calendar days, shall provide copies to the employee and each person who rated the employee.

Section 8. Any of the time limits contained in the procedure may be extended by mutual agreement of the parties or by the Associate Vice Chancellor for HR.

Article 46 | Labor Management Committee

Upon request of either party, the Medical Center 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 (2) times per year if necessary. The purpose of such meetings is to promote harmonious relationships between the parties and provide quality transparent communication.

Each party shall be represented by no more than two (2) representatives. The date and time shall be as mutually agreed to by the parties. 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.

Article 47 | Duration & Termination Approval of the Board of Regents, Governor & 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 requires the approval of the Governor and/or the Legislature. This Memorandum shall remain in effect for three (3) years with an annual reopener on wages only which can be requested by either party.

The entire Agreement shall be automatically renewed from year-to-year thereafter unless either party shall notify the other in writing not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date, that it desires to change or terminate this Agreement. If notice to modify is given, it shall contain a statement of modifications desired, and meet and confer meetings shall begin no later than sixty (60) days prior to the expiration date.

The respondent will acknowledge in writing and include any general items they need to address during the negotiation.


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 the Administration for approval or rejection and, if approved, shall be implemented to become effective at 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.


[Signature Page Attached]


Signature Page


In witness whereof, the Medical Center and the Lodge hereto have set their hands.


Darlene Santiago 4/20/2021
Acting Chief of Police Date


William Mortenson 04/20/2021
FOP President Date

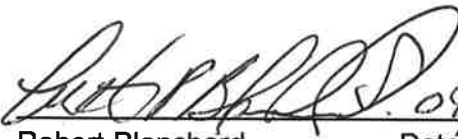

Chari Young 4/21/21
Associate Vice Chancellor
Of Human Resources Date


LaToya Atkins 04/20/2021
FOP Vice President Date


Steffany Webb 4/21/21
Vice Chancellor for
Administration Date


Daniel Maslioni 04/20/2021
FOP Committee Member Date


Kansas Board of Regents Date


Robert Blanchard 04/20/2021
FOP Committee Member Date


Secretary 5/21/2021
Kansas Department of Administration Date