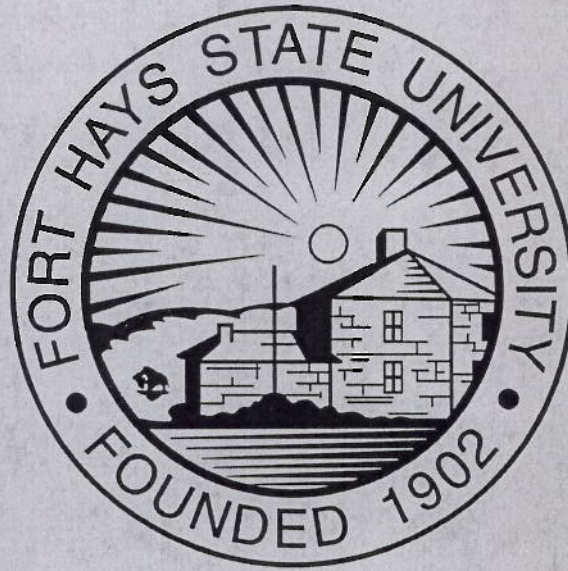


**FORT HAYS STATE UNIVERSITY  
AND  
FOP/UNIVERSITY POLICE OFFICERS  
MEMORANDUM OF AGREEMENT**



**Fort Hays State University  
600 Park Street  
Hays, Kansas**

**October, 2003**

*296 -2033 John Yearry*





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## **PREAMBLE**

**Section 1.** This agreement is entered into by and between the State of Kansas, Kansas Board of Regents and Fort Hays State University, hereinafter referred to as the "University" and the Fraternal Order of Police, Lodge #48, hereinafter referred to as the "Lodge" acting herein on behalf of the members of the appropriate unit, hereinafter referred to as the "employees".

**Section 2.** Whereas, the Lodge was selected as the representative in a secret ballot election conducted by the Kansas Public Employee Relations Board (PERB) on October 1, 1999, in Case No. 75-UDC-2-1999, to represent the employees covered by this agreement as hereinafter provided through the meet and confer process.

**Section 3.** It is the intent and purpose of the parties that this agreement promote the mutual interests of the employees and the University by establishing equitable and uniform procedures for resolving differences and to establish terms and conditions of employment.

## **ARTICLE 1: LODGE RECOGNITION**

The University recognizes the Lodge as the exclusive representative of the employees in the appropriate unit for the purposes of meeting and conferring and the settlement of grievances. The appropriate unit shall INCLUDE all employees in the University Police Officer and University Detective classifications. Excluded from the unit shall be University Police Sergeants, all managerial, confidential and temporary employees and all other employees not specifically included. Supervisory employees as defined in K.S.A. 75-4322 (b) shall also be excluded.

Employees included in the appropriate unit shall be those persons employed in the following classes:

University Police Officer

University Police Corporal

University Police Detective

## **ARTICLE 2: MANAGEMENT RIGHTS**

**Section 1.** This agreement is not intended to circumscribe or modify the existing right of the University to direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions with the University; suspend or discharge employees for proper cause; 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 University; maintain the efficiency of the governmental operation; relieve employees from duties because of lack of work or for



other legitimate reasons; take actions as may be necessary to carry out the mission in emergencies of the employer; and to determine the methods, means, and personnel by which operations are to be carried on.

**Section 2.** It is further specifically agreed that the foregoing enumeration of the rights of the employer shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this agreement. It is also understood there may be other inherent rights of management, which may be exercised during the term of this agreement.

**Section 3.** Further, this Memorandum of Agreement is not intended to supersede any subject covered by federal or state law, or the authority and power of any civil service system, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence, from which appointments or promotions may be made to positions in the competitive division of the classified service of the employer served by such civil service system or personnel board.

### **ARTICLE 3: COOPERATION AND NON-COERCION**

**Section 1.** The University and the Lodge agree to cooperate in the enforcement of the provisions of this memorandum of agreement.

**Section 2.** The University and the Lodge agree that there shall be no coercion, harassment, or discrimination against employees because of participation in any grievance, complaint, meet and confer activities or other proceeding as set forth in this agreement, and that neither will interfere with, restrain, or coerce any employee in the exercise of their right to become or not to become a member of the Lodge. Employees, however, will remain subject to discipline for inappropriate conduct not otherwise justified by involvement in the above proceedings.

**Section 3.** With safe and efficient operation of the department as a goal, the University agrees to consider suggestions submitted by employees and other interested parties.

### **ARTICLE 4: LODGE STEWARDS**

**Section 1.** The University agrees to recognize a Lodge Steward and an alternate who have been designated by the Lodge to serve in this capacity. It shall be the responsibility of the Lodge to annually notify the Director of Personnel Services, in writing, of the names of employees selected as Lodge Steward and Steward alternate.

**Section 2.** The function of the Steward is to assist in the resolution of grievances for employees in the appropriate unit. The Steward will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances with employees. Reasonable time for this purpose shall be interpreted to mean up to twenty (20) minutes per contact, but no more than one (1) hour per week total for all grievance handling activities. Before



attempting to act on an employee grievance, the Steward will insure that the employee has discussed the matter with his or her supervisor. Before leaving his/her post, the Steward shall request permission of his/her immediate supervisor and advise him/her that his/her absence is associated with a grievance or potential grievance and the campus location to which he/she is going.

**Section 3.** It is agreed that the time off during working hours granted to the Steward will not be used for discussing any matters connected with the internal management and operation of the Lodge; the solicitation of membership; campaigning for elective office in the Lodge; the distribution of literature; or the solicitation of grievances or complaints.

**Section 4.** An officer desiring to leave his/her post to discuss an appropriate matter with a Steward shall obtain prior permission from his/her supervisor.

## **ARTICLE 5: PROFESSIONAL DEVELOPMENT AND TRAINING**

The University agrees to provide the training and educational opportunities necessary to meet any state requirements or departmental guidelines. The department retains the right to require and provide any training it deems appropriate for employee(s) in the department. Attendance at departmental required or provided training activities shall be in pay status.

## **ARTICLE 6: USE OF FACILITIES**

If available, the University shall provide a meeting place to the Lodge for regular or special Lodge meetings upon written notice from the Lodge to the Personnel Director.

## **ARTICLE 7: DUES DEDUCTIONS**

The University agrees that upon receipt of a written authorization signed by the employee, that employee organization dues will be withheld from the employee's payroll warrant. Employees shall have the right to authorize or cancel such deductions for the beginning of any payroll period, with thirty (30) days notice, except that the authorization shall remain in effect for a minimum of one hundred and eighty days (180). Dues deduction authorization or cancellation cards shall be provided by the Lodge or the University to the requesting employee. When initiating or canceling dues deductions, the employee shall submit a completed copy of this form to both the Lodge and the University Office of Personnel Services.

All employee payroll deductions will be governed by applicable statutes and policies of the Division of Accounts and Reports.

## **ARTICLE 8: 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, sick-out, refusal to work, unlawful picketing or strike against the University.

The University will not lock out any unit employee during the term of the Agreement as a result of a labor dispute with the Lodge.

## **ARTICLE 9: PERSONNEL RECORDS**

**Section 1.** Employees shall have the opportunity to review their official personnel file. All materials, except job references which were provided in confidence, shall be subject to such review. If an employee so requests, he/she may receive without charge, one copy of any document in his/her official personnel file. Personnel files shall be reviewed in the presence of the Personnel Director or designee and may not leave the Personnel Office without specific authorization of the Personnel Director or designee.

**Section 2.** The personnel file on each employee maintained in the department shall also be subject to review upon employee request. The departmental personnel files shall be reviewed in the presence of the Chief or designee and may not leave the Department Office without specific authorization of the Chief or designee.

**Section 3.** Nothing in this article shall prohibit a supervisor from maintaining a supervisory log or notes, which shall not be subject to employee review.

## **ARTICLE 10: WORKWEEK, SHIFTS, AND OVERTIME**

**Section 1. Work Week.** The normal work week for full-time employees in this unit will be forty (40) hours worked within seven (7) days commencing at 0000 hours Sunday and ending at 2400 hours Saturday.

**Section 2. Work Shift.** The normal work shift shall consist of eight (8) hours per day. The normal shift hours will consist of the following:

Shift One: 0700 to 1500

Shift Two: 1500 to 2300

Shift Three: 2300 to 0700

Nothing in this agreement shall be considered as a guarantee of any hours of work per shift or per week.

**Section 3. Days Off.** To provide adequate coverage with the present manpower the following days off for each shift are:



## ACADEMIC YEAR SCHEDULE

Shift One: Sun - Mon Thurs - Fri  
Shift Two: Sun - Mon Thurs - Fri  
Shift Three: Sun - Mon Thurs - Fri

## SUMMER SCHEDULE (Commencement to Beginning of Fall Term)

Shift One: Sat - Sun Thurs - Fri  
Shift Two: Sat - Sun Thurs - Fri  
Shift Three: Sat - Sun Thurs - Fri

The officers will divide the summer schedule equally so they may all have some weekends scheduled off.

The department retains the right to change or modify shift hours and days off. If there are events that need to be covered, it is up to the discretion of the supervisor to change the regularly scheduled days off to split days off for the week of the event.

**Section 4. Shift Assignments.** The Department will assign specific shifts to officers based on the staffing needs associated with each shift. Individual preferences will be taken into consideration, but will not be a controlling factor.

On each shift (one, two and three) the officers may rotate their days off every six months, unless otherwise agreed by the officers that they continue the same days off as the previous six (6) months. The dates for rotation will be July 1 and January 1.

Two officers on different shifts may request a permanent or temporary exchange in the assignment of their shifts. If approved, the agreed change in shifts between the officers and the university will be stated in writing and signed by all parties. Temporary changes in shifts will remain in effect for a minimum of three (3) months.

When an opening occurs on a shift, officers currently employed with the University will be given preference to any external candidate. Seniority, job related skills, and training will determine the officer to be assigned to the opening on that shift.

**Section 5. Overtime/Compensatory Time.** All hours worked in excess of forty (40) per week will be considered overtime and compensated at the rate of one and one half (1 1/2) times the employee's regular hourly rate. In lieu of paying an eligible employee at the time and a half rate for overtime worked outside the current work week, the University may elect to compensate an employee for overtime worked by granting compensatory time off, at the rate of one and a half (1.5) hours off for each hour of overtime worked.

Any work time accumulated within the current workweek, prior to the last day of the workweek, that could result in overtime shall, at the discretion of the University, be taken as equivalent time



off on an hour-for-hour basis within the same workweek in which it was worked. The University reserves the right to schedule employees for overtime work as may be required.

Employees shall be permitted to use compensatory time off at a time mutually agreeable to the employee and his or her supervisor. Employee requests to use compensatory time shall not be unreasonably denied.

Maximum compensatory time accrual shall be 120 hours. The University retains the right to either pay the employee or require the use of any and/or all compensatory hours accumulated.

## **ARTICLE 11: HOLIDAYS**

**Section 1.** Employees in the appropriate unit shall have the following holidays with pay:

- \* New Year's Day
- \* Memorial Day
- \* Independence Day
- \* Labor Day
- \* Veterans' Day
- \* Thanksgiving Day
- \* Christmas Day

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 University 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 credit equal to the number of hours regularly scheduled to work 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 legal holiday or on an officially observed holiday shall receive holiday compensation in addition to the employee's regular pay for the pay period. Holiday compensation means either pay or compensatory time at the time-and-a-half rate for those hours worked on a holiday. The Appointing Authority shall determine whether the compensation for this holiday work will be in the form of pay or compensatory time.

**Section 3.** If a holiday falls on a Saturday, the preceding Friday shall be considered the observed holiday. When a holiday falls on a Sunday, the following Monday shall be considered the observed holiday. If a legal holiday is preceded or followed by an officially observed holiday, each employee shall receive holiday credit for only one of the two days. Each full-time employee who is required to work on both the legal holiday and the officially observed holiday shall receive holiday compensation for only one of the two days. If the number of hours worked on the two days is not the same, the employee shall receive holiday compensation for the day on which the employee worked the greater number of hours.



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

**Section 5.** The Governor may designate a discretionary holiday. Each eligible employee shall receive hours equal to the number of hours that employee is regularly scheduled to work for a discretionary holiday.

## **ARTICLE 12: PAY PLAN**

**Section 1.** Employees in this unit shall be compensated in accordance with the State of Kansas Civil Service pay plan. The administration of the plan shall be in accordance with appropriate Kansas Civil Service Rules and Regulations, applicable statutes, executive directives of the Governor and policies established through statutory authority of the Secretary of Administration and the Director of the Division of Personnel Services.

**Section 2.** Whenever an officer receives a change in his or her pay through the state pay plan as described above, the officer shall be advised of the nature and basis of the change.

## **ARTICLE 13: SHIFT DIFFERENTIAL**

In accordance with K.A.R. 1-5-28, a shift differential of thirty (30) cents per hour shall be paid to employees for hours worked on regularly established shifts other than the normal day shift or shifts. The normal day shift shall be defined as a regular reoccurring period of eight consecutive work hours occurring entirely between the hours of 6 a.m. and 6 p.m. The shift differential shall not be paid to an employee for any time the employee is on any type of leave or holiday or when the employee works unscheduled hours before or after this day shift.

## **ARTICLE 14: CALL-IN AND CALL-BACK PAY**

The University and the Lodge agree that employees shall receive call-in or call-back pay in accordance with and subject to the provisions of Kansas Administrative Regulations 1-5-25.

## **ARTICLE 15: PROBATION**

**Section 1 -** Employees appointed to the classified service shall be subject to probationary periods in accordance with Civil Service rules and regulations. The probationary period shall be considered as a working test of the employee's ability to perform adequately in the position to which hired.

**Section 2 -** Each employee who is promoted shall be subject to a probationary period of not less than three (3) months nor more than six (6) months as determined by the Appointing



Authority. However, a probationary period of up to twelve (12) months may be established by the Appointing Authority when specific training or certification requirements for a position cannot be completed within six (6) months. Time on leave with or without pay of more than thirty (30) days shall not count towards total time served on probation. The employee's probationary period shall be continued effective with the employee's return from leave until the total probation time served equals the time required for the position.

## **ARTICLE 16: PRODUCTIVITY MEASURES**

Delivery of police services in the most efficient, effective, and courteous manner is of paramount importance to the University and the Lodge. Therefore, it is expected that all employees 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 Department 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 Department is primarily concerned with the quality of these contacts rather than the quantity. The Department agrees that no arbitrary quotas or levels requiring members of the appropriate unit to make a certain number of arrests or other enforcement activities shall be established.

The Lodge recognizes the Department's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, 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 lawful discrimination, employees can be expected to be responsible for working to such standards.

## **ARTICLE 17: SAFETY**

Safety is of mutual concern to the University and the Lodge. The Lodge will cooperate with the University in encouraging employees to observe applicable safety rules and regulations. In addition, all employees shall be alert to any unsafe conditions and promptly report such unsafe conditions to their supervisors.

## **ARTICLE 18: BREAK/MEAL PERIODS**

Because the duties assigned to the officers in this unit require that they remain available to timely respond to calls for assistance and to perform other assigned duties, unpaid meal periods will not be provided. The University and the Lodge agree that employees in the unit will be permitted two (2) fifteen (15) minute break periods with pay during a normal work schedule. One break



period will be allowed at or near the middle of each half of the work schedule as designated by the supervisor. The break period may not be taken during the first or last hour of a shift. The two fifteen minute break periods may be taken together in order to provide a meal period. Employees may not elect to forgo the break periods for the purpose of accruing time off. Break periods may not be regarded as cumulative if not taken. An officer shall be subject to call during break periods. The officer shall call to give notice to their supervisor, if he/she is working, or their shift partner prior to taking a break period; and if a call is pending, the officer shall take the call before taking the break. Only one officer shall be on meal or break period at a time and officers shall remain on campus for any fifteen-minute break period. When two or more officers are on duty during a given shift, one officer at a time may leave campus for the combined break (meal) period, but shall remain on call. When one officer is on duty, he/she may leave campus for the combined break period, subject to the ability to return to campus within 10 minutes. Notification to dispatch or their supervisor shall be given prior to taking the combined break period.

## **ARTICLE 19: MEALS AND LODGING EXPENSES**

Employees required to travel and to be away from home overnight shall be reimbursed under the provisions set forth in "A Handbook for Reimbursable Travel Expenses," issued by the Division of Accounts and Reports, Kansas Department of Administration. A reference copy of this publication shall be available in the University Department of Personnel Services.

All employees covered by this Agreement, whose duty assignments take them away from the Ellis County area, shall be compensated in accordance with Kansas Administrative Regulations.

## **ARTICLE 20: CLEANUP RELIEF**

If at any time during the shift, an employee soils or damages his or her uniform or person, the employee may request temporary relief from duty for the purpose of changing his or her uniform or necessary personal cleanup. An officer's request to be relieved from duty as may become necessary for personal cleanup activities shall not be unreasonably denied. This section shall not be interpreted to mean that officers are entitled to a standard period of time away from their assigned duties each day for this purpose.

## **ARTICLE 21: WORKERS' COMPENSATION**

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



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.

## **ARTICLE 22: WEAPONS QUALIFICATIONS**

The University and the Lodge agree that weapons qualification is a condition of employment. In addition, the parties agree that each officer covered by this agreement is responsible for maintaining current qualification with his/her service weapon(s). Each officer must qualify in accordance with Departmental policy. Compensation for participation in weapons qualification activities will be provided in a manner consistent with K.A.R. 1-5-25 relating to call-in and call-back pay.

## **ARTICLE 23: REQUIRED COURT APPEARANCES**

Officers who receive notification to appear in court as a result of their official duties are obligated to comply with the notification. Required court appearances other than during scheduled working hours shall be in accordance with and subject to the call-in and call-back provisions of K.A.R. 1-5-25. Under these circumstances, a minimum of two (2) hours pay will be provided to the officer except when the officer was on stand-by or when the officer was called in during the two (2) hour period immediately prior to the beginning of the his or her next regularly scheduled work shift. Only the hours actually worked shall be credited in determining eligibility for overtime compensation.

## **ARTICLE 24: INTERNAL AFFAIRS INVESTIGATIONS**

**Section 1.** The University agrees to maintain a policy regarding the handling and disposition of an internal affairs investigation. Attempts will be made to hold internal affairs interviews of an employee when the officer is on duty, unless circumstances of the investigation dictate otherwise, as determined by the University. It is also agreed that the employee shall be informed that an internal affairs investigation has been initiated, and also informed of the rank, name, and position of the interviewing officers as well as the identity of any other persons present during the interview. The internal affairs investigative interview may be recorded by one or both parties.

Further, the University agrees to inform the employee of the nature and the basic facts and the specific allegations relating to the investigation before any interview commences. Anonymous complaints will not be used as a basis for a disciplinary action, unless otherwise substantiated.

**Section 2.** The employee shall be advised prior to the commencement of an internal affairs investigative interview, that their refusal to truthfully answer questions and fully cooperate in giving a statement during any non-criminal investigation, whether as a participant or a witness, may result in disciplinary action.



**Section 3.** For internal affairs investigations involving an alleged shooting incident, the employee shall be entitled to have a representative of his or her choice present. This provision shall not be interpreted to mean that an employee is entitled to have a representative present in circumstances other than an alleged shooting incident. If the representative of choice is not available in a reasonable period of time, beyond which, in the opinion of the University, could jeopardize the result of the investigation, the investigative interview will proceed without the benefit of the representative. A representative of choice may not be a party to or a witness of the alleged shooting incident.

The function of the employee's representative during the investigative interview on the shooting will be to observe the overall propriety of the interview process and to briefly consult with the employee prior to responding to a question, but the employee under investigation shall answer the questions asked. The representative shall not attempt to otherwise interfere with the interview process. In the event the representative starts interfering with the interview process, he or she will be removed to avoid further disruption or undue delay, and the interview will continue without a representative.

If the representative or employee believes that the propriety of the interview process has been abridged, a brief objection to that effect may be made. The employee and representative will treat the interview as a confidential matter, and will not discuss the proceedings.

**Section 4.** Interviews shall be limited to a reasonable length of time, and due consideration will be given for break periods.

**Section 5.** While an officer is under investigation, the University agrees not to release his or her home address, telephone number or photograph to the news media without the officer's consent.

**Section 6.** The University agrees that any officer who is 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.

## **ARTICLE 25: LEAVE WITHOUT PAY**

**Section 1.** Permanent employees in the appropriate unit at the University may be granted leave of absence without pay for a reasonable period of time consistent with effective fulfillment of the University's mission, but not to exceed one (1) year for illness or disability including pregnancy, childbirth, miscarriage, abortion and recovery therefrom; for the adoption of a child by the employee; for the initial placement of a foster child in the home of the employee; in order to care for a family member who has a serious health condition or for other good and sufficient reason, when the appointing authority deems such leave to be in the best interest of the service. The provisions of this article shall be applied in a manner consistent with the Kansas Administrative Regulations implementing the Family and Medical Leave Act (FMLA) of 1993.



**Section 2.** The University shall determine whether approval of each request for leave without pay is for the good of the service, and shall approve or disapprove the request on a timely basis considering the circumstances of the request.

**Section 3.** Permanent employees may be granted a leave of absence without pay from a classified position in order to take an appointive position in the unclassified service, if the granting of this leave is considered by the appointing authority to be in the best interest of the service.

**Section 4.** Voluntary separation from the classified service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay.

**Section 5.** If interests of the University require, the Appointing Authority may terminate a leave of absence without pay by giving notice in writing to the employee by personal service or certified mail at least two (2) weeks prior to the termination of the approved leave.

**Section 6.** An employee returning at the expiration of an approved leave without pay or upon notice by the University that a leave without pay has been terminated, shall be offered a position in the same classification as the position which the employee held at the time the leave was granted, or in another class in the same pay grade for which the employee meets qualifications.

**Section 7.** An employee's failure to report for duty within five (5) days after notice to return from a leave of absence shall deemed a resignation.

**Section 8.** Except for obligations under the Family Medical Leave Act and/or the Americans with Disabilities Act, employees on leave of absence without pay shall stop accruing service time for purposes of vacation, sick leave, salary increases, or seniority.

## **ARTICLE 26: JURY DUTY OR WITNESS LEAVE**

**Section 1.** Except as provided below, employees in regular positions as defined by Kansas Administrative Regulations (K.A.R.), excluding employees appointed on a temporary basis, shall be granted leave with pay by the University for required jury duty or in order to comply with a subpoena as a witness before the Civil Service Board, the Kansas Human Rights Commission, the United States Equal Opportunity Commission, or a court. An employee shall not be entitled to leave of absence with pay in circumstances where the employee is called as a witness on the employee's own behalf in an action in which the employee is a party.

**Section 2.** Leave with pay may be granted to an officer 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 of Kansas.

**Section 3.** Each employee granted leave under this article who receives pay or fees for a required appearance, excluding jury duty, shall turn over to the state, the pay or fees in excess of \$50.00.



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 any employee uses a state vehicle in traveling to and/or from the required appearance, the employee shall turn over to the state any mileage payments received.

#### **ARTICLE 27: FUNERAL LEAVE**

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

#### **ARTICLE 28: MILITARY LEAVE**

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

#### **ARTICLE 29: UNIFORMS**

Section 1. The University agrees to provide an appropriate number of uniforms and laundry services as determined by the department. Personnel of the Department will be expected to present a neat, well groomed appearance at all times while performing their duties.

Section 2. Because of the varying weather and varying shifts and attendant responsibilities, the officers on a shift may wear either long or short-sleeved shirts to accommodate their own personal comfort.

Section 3. The appropriate uniform and guidelines on wearing of uniforms will be determined by the department. The department may assign a specific uniform for special event or duty functions.

Section 4. Replacement uniforms will be determined by the department based on individual needs and available departmental budget.

Section 5. Official F.O.P. lapel pin will be authorized to be displayed on the uniform worn above the name tag. An additional F.O.P. memorial pin may be worn only during the month of May.

## **ARTICLE 30: POLICY RECOMMENDATION COMMITTEE**

A Policy Recommendation Committee will be established to recommend appropriate new policies and/or changes or additions to existing policies in the University Police Department's Regulations and Policy Manual.

The Policy Recommendation Committee will consist of two (2) officers from the University Police Department. The two (2) officers may be selected by the FOP and then submitted to the Chief of Police for his approval. The officers will be from different shifts. The Policy Recommendation Committee would accept input from any officer in the University Police Department concerning the creation of new or modification of existing policies or procedures.

Prior to submission to the Chief of Police for review, the policy recommendations will be prepared, in writing, in the same format used in the Regulation and Policy Manual. The Chief will review each policy recommendation and respond in writing to the committee within 60 days as to the approval or recommendation to higher authority for approval, modification, need for additional research or development on the part of the committee or management or rejection of the proposal. The Chief's written response will contain information concerning the rationale or basis for the decision and will be provided within 30 days if he/she determines that an officer's safety is involved.

## **ARTICLE 31: DISCIPLINARY ACTION**

**Section 1.** All disciplinary actions shall be administered in accordance with applicable statutes and regulations and the employee's sole recourse on suspensions, demotions and dismissals is in accordance with the Civil Service Act.

**Section 2.** When suspension, demotion or dismissal is proposed, the employee shall receive a written statement of the proposed action and the reason for the proposal. The notice shall specify the date, time and place by, or at which, the employee may reply in writing or appear, or both. If the employee chooses to appear in person on the issue of the proposed suspension, demotion or dismissal, the employee may have a Lodge or other representative with him or her at this opportunity to appear if the employee so desires.

**Section 3.** For the purpose of this article and memorandum of agreement, discipline shall be defined as suspension, demotion or dismissal. As indicated above, these disciplinary actions will be administered in accordance with the Civil Service Act, and as a result, are not subject to the grievance procedure contained in this memorandum of agreement.

**Section 4.** Because written warnings or written reprimands do not have a method of settlement or appeal procedure otherwise established by statute or regulation, these remedial actions are subject to the grievance procedure contained in this memorandum of agreement.



## ARTICLE 32: GRIEVANCE PROCEDURE

**Section 1.** Any grievance or dispute arising as to the interpretation or application of the provisions of this agreement shall be settled in the following manner. Nothing in this article or elsewhere in this agreement applies to matters of demotion, dismissal, suspension, performance review ratings or any other subject deemed to apply to matters for which a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations. This procedure does not apply to employees in the appropriate unit during their probationary period of service.

Except as provided in Section 2 below, an employee may have an appropriate representative present to represent him or her at any step of the grievance procedure if the employee so desires. If the employee is to be represented, the employee may be represented by a designated Lodge representative, an attorney of the employee's choosing at the employee's expense, or any other preferred individual arranged for by the employee. If the employee chooses not to be represented, FOP shall be notified of the grievance and permitted to participate in all grievance resolution proceedings as an interested party to the interpretation of the agreement, provided the employee specifically agrees to such disclosure and participation.

### Section 2.

Step 1: The employee shall take up the grievance or dispute with the employee's immediate supervisor within seven (7) calendar days of its occurrence or the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within seven (7) calendar days. The employee may be represented by a person of his or her choice at any step of the grievance procedure except this oral effort at reconciliation.

Step 2: If the grievance is not settled in step 1, it shall be presented in writing by the employee to the immediate supervisor or his or her designee within seven (7) calendar days after the response from the supervisor is due in step 1 above. The supervisor shall respond in writing to the grievant within (7) calendar days following receipt of the written grievance.

Step 3: If the grievance has not been settled in Step 2, it shall be presented in writing by the employee to the person at the next level of supervision within the chain of command or his or her designee within seven (7) calendar days after the response from the supervisor is due in Step 2 above. The second level superior or his or her designee shall respond in writing within fourteen (14) working days following receipt of the written grievance.

Step 4: Grievances which have not been settled in Step 3, may be presented in writing to the Appointing Authority or his or her designee within fourteen (14) calendar days after the response in Step 3 above is due. The Appointing Authority or his or her designee may hold an informal meeting to obtain information regarding the grievance and shall respond in writing within fourteen 14 calendar days to the aggrieved employee. This step shall constitute the last level of administrative appeal within the agency.



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

**Section 4.** Any grievance occurring during the period between the termination date of this agreement and the effective date of a new agreement shall not be grievable except by mutual extension of the agreement.

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

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

#### **ARTICLE 33: 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 34: APPROVAL, DURATION, AND TERMINATION**

This memorandum of agreement shall become effective on the first day of the payroll period following approval by the Board of Regents and the Secretary of Administration except for those provisions of the agreement which state herein, or otherwise by law require the approval of the governor and/or the legislature. This memorandum of agreement shall remain in effect for a period of three years from the effective date.

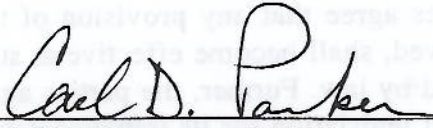
The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) days nor more than one hundred twenty (120) days prior to the expiration date, that it desires to amend, modify or terminate this agreement, as the case may be. If notice to modify or amend is given, it shall contain a statement of the general issues or areas in which changes are desired, and meet and confer meetings shall begin not later than sixty (60) days prior to the expiration date. All articles and/or sections of the agreement shall be considered to be continued during the meet and confer process if not noticed



for modification during the meet and confer process, and shall be included in any successor agreement.

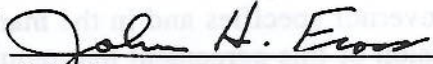
Also, it is agreed by and between the University and the Lodge, that subsequent to ratification of this agreement by the membership of the Lodge, this memorandum of agreement shall be submitted to the Board of Regents and the Secretary of Administration for approval or rejection and, if approved, shall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

In witness thereof, the State of Kansas, Kansas Board of Regents, Fort Hays State University and the Fraternal Order of Police, Lodge #48 hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

  
Chief Spokesperson, FHSU  
Director of Employee Relations, FHSU  
Carl Parker

10-16-03

Date

  
Chief Spokesperson, F.O.P. Lodge #48  
John H. Fross

10-16-03

Date

  
President, Fort Hays State University  
Edward H. Hammond

10-24-03

Date

  
Steward, F.O.P. Lodge #48  
Phil Woodford

10-16-2003

Date

  
Board of Regents

11/20/03

Date

  
President, F.O.P. Lodge #48  
Don Schreiber

10/16/03

Date

  
Secretary of Administration

11/5/03

Date