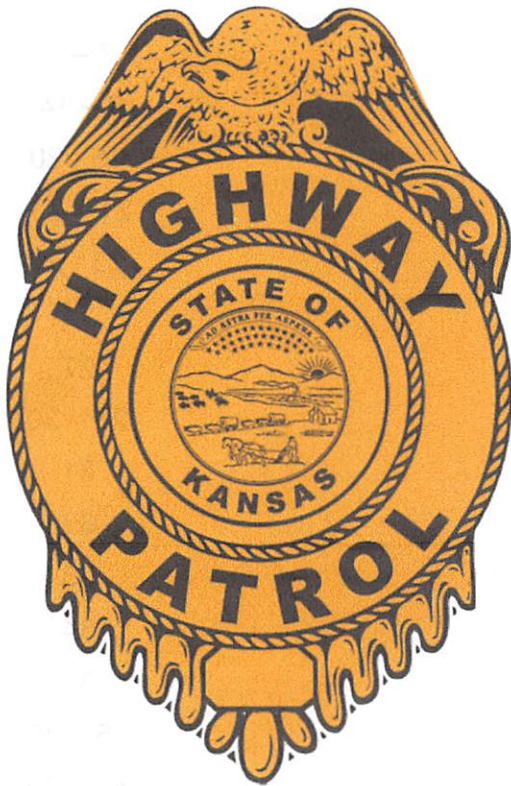


KANSAS HIGHWAY PATROL KANSAS STATE TROOPERS ASSOCIATION MEMORANDUM OF AGREEMENT



2023

KANSAS STATE TROOPERS ASSOCIATION / KANSAS HIGHWAY PATROL

MEMORANDUM OF AGREEMENT

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ARTICLE 1

MANAGEMENT RIGHTS

It is understood and agreed by the Patrol and the Association that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the Patrol to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions with the Patrol; suspended or discharge employees for proper cause; 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 Patrol and to determine the methods, means, and personnel by which operations are to be carried on.

Nothing in this Memorandum of Agreement shall extend to matters which relate to:

- A. Any subject preempted by federal or state law;
- B. Public employee rights defined in K.S.A. 75-4324;
- C. Public employer rights defined in K.S.A 75-4326; or
- D. The authority and power of any civil service commission, personnel board, personnel agency, or its agents established by statute, ordinance, or special act to conduct and grade merit examinations, and to rate candidates in the order of their relative excellence from which appointments or promotions may be made to positions in the competitive division of the classified service of the public employer served by such civil service commission or personnel board.

ARTICLE 2

RECOGNITION/PERSONS COVERED

The Patrol recognizes the Association as the exclusive representative of employees for the unit found appropriate and certified on July 13, 2007, by the Public Employee Relations Board in case number 75-UD-1-2007 for the purpose of meeting and conferring and the settlement of grievances. Appropriate unit shall include such persons as defined by the unit determination filed with and approved by the Public Employee Relations Board. The Association shall act through its proper officers and executive committee in accordance with Association bylaws. Unit Employees included in the appropriate unit shall be those persons employed in the following classes:

Trooper - Master Trooper - Technical Trooper

Law Enforcement Officer I - Law Enforcement Officer II

ARTICLE 3

EMPLOYEES RIGHT AND RESPONSIBILITIES

Section 1

INHERENT RIGHTS

Nothing contained in this agreement shall be construed to limit or deny covered unit members any rights to which they are entitled as citizens of the United States or the State of Kansas.

Section 2

PERSONAL LIVES

Employees in this unit shall have the responsibility to conduct their private lives in such a manner as to uphold and maintain the good reputation of the Highway Patrol. Such conduct must not conflict with laws, regulations, or policies of the State of Kansas or of the Highway Patrol, provided that there is a sufficient connection between the off duty conduct and the Patrol's mission and legitimate business interests.

Section 3

OUTSIDE EMPLOYMENT

Consistent with the provisions of this article, a covered unit member may secure approved employment outside the Patrol.

Before accepting such employment, the covered unit member shall submit a written request through their chain of command to the Superintendent. The Superintendent or his designee shall respond in writing within ten (10) business days from the date of submission to the chain of command to the covered unit member concerning the request to accept outside employment. If the request is denied, the response shall provide specific reasons for the denial.

Further, the response shall not be grievable under the grievance procedure contained in the Memorandum of Agreement.

In no event shall the Patrol be required to adjust work schedules or make other arrangements for employees to accommodate their outside employment. If a conflict arises with a member's duties, the member will be expected to first perform or complete his or her duties and responsibilities for the Patrol.

Additionally, a member shall not engage in outside employment while in or using a Patrol vehicle or Patrol facilities or equipment or at any time while on duty.

ARTICLE 4

MEET AND CONFER COMMITTEE-MEETINGS AND MEMBERS

The Patrol recognizes the Association as the exclusive representative of the appropriate unit.

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

To such extent, the Patrol and the Association shall designate their respective committees to consist of not more than five (5) members. In addition, each party shall designate a spokesman who shall express the views of their side. Neither party will attempt to exert any control over the others selection of its representatives.

The Patrol recognizes the need to communicate and formalize new concepts to promote advancement of the Kansas Highway Patrol as an organization. It is agreed by the Patrol and the Association that each party should be afforded the opportunity to prepare, discuss, and formalize their concepts prior to invoking the meet and confer process. Therefore, it is agreed that the Association's committee members shall be allowed two (2) working/duty days per member for preparation prior to the initial meet and confer meeting. Furthermore, Association committee members shall be allowed a maximum of two (2) additional days during the meet and confer process to meet in preparation for meet and confer sessions.

The meeting agenda shall be as requested and agreed upon by the parties. The meeting place shall be determined by mutual consent of the parties. Additional meetings, time, date, place of meeting, and agenda shall be agreed upon by the committees during each meeting.

Association committee members will be placed on meet and confer paid leave status for their participation in scheduled meet and confer sessions. The amount of meet and confer hours granted shall be the amount of hours the employee is regularly scheduled to work on the day of the meeting. When employees participate in meet and confer sessions that occur on days they are scheduled to be off work, the member shall receive another day off to replace the lost day.

The employer at its discretion may modify an employee's schedule during weeks meet and confer sessions are held to avoid paying the employee more than 80 hours in a 14-day period.

ARTICLE 5

NON-DISCRIMINATION

The Patrol and the Association agree there shall be no discrimination against any person, be they applicant or employee, in the recruitment, examination, appointment, training, promotion, retention, discipline, or any other aspect of personnel administration because of Association membership or non-Association membership, political or religious opinion or affiliations, or because of race, national origin, ancestry, or any other non-merit factors.

Discrimination on the basis of age, sex, or physical disabilities is prohibited except where specific age, sex, or physical requirements constitute a bona fide occupational qualification expressly authorized and permitted by law.

ARTICLE 6

HOURS OF WORK

Section 1

WORK SCHEDULE

The work period shall be a 14-day cycle. The work period will consist of eighty (80) hours in pay status. Members day off and length of rotation will be scheduled by employing one of the schedule options located in PER-02 and/or the Superintendents Directive. Unit members will have consecutive days off and will normally receive a minimum of 17 weekends off through a one-year period. Schedule rotations will be established at the troop level. Schedules will be published eight (8) 14-day work periods in advance to provide unit members adequate notice of shift assignment (112 days). Vacation requests may be put in prior to posting of a schedule.

The normal workday shall consist of not less than eight (8) straight hours of paid time worked. Two 15-minute paid breaks may be taken in each workday, which may be taken as one half (1/2) hour paid break. An unpaid meal period may be added to the length of each workday at the discretion of management to meet organizational needs. Any break period may be assigned as to time of day taken and within a member's assigned area of work.

The Patrol and Association recognize and agree certain covered unit members may be assigned to workday/shift schedules other than the standard, and that the responsibilities of the organization and hours actually worked by covered unit members may necessitate deviations from the standard day/shift schedule. Such deviations from the standard day/shift schedule may be made both in days worked and hours in a day for justifiable organizational needs, or by mutual agreement between the affected covered unit members and the appropriate supervisor, or due to extra hours worked during any given 14-day work period.

Although impossible to fully itemize, justifiable organizational needs shall include, but not be limited to: Patrol assigned special enforcement, turnpike duty assignment, assignment to natural or civil disasters or disturbances, training or instructor duty, agency meetings, state fair or similar event, and other related details consistent with the fulfillment of Agency public service expectations.

Section 2

JURY DUTY

Members of the appropriate unit of the Kansas Highway Patrol shall retain any compensation received for jury duty pursuant to K.A.R. 1-9-8 and will receive normal pay during their absence.

Section 3

CALL-IN and CALL-BACK

The Kansas Highway Patrol and the Association agree that covered unit members in the appropriate unit shall receive call-in and call-back pay in accordance with and subject to the provisions of K.A.R. 1-5-25, which presently provides a minimum of two (2) hours. For purposes of this section, the employee shall be in on duty pay status once he or she is directed by dispatch or another Patrol representative to report for duty.

Section 4

LIMITED DUTY

The Patrol and the Association agree that covered unit members must be fit to properly perform their duties, and that various injuries and illnesses may preclude the fitness requirement. Therefore, the Patrol and Association agree that members of the appropriate unit may request limited duty based on medical documentation when these conditions exist, and that the Patrol may grant such request where practical and possible, and under conditions determined by the Patrol.

Fitness for duty assessments shall be conducted by qualified health professionals. The examination and assessment shall be no broader and no more intrusive than necessary, as determined by the qualified health professional in their professional judgment, to complete the assessment based on Patrol's stated operational concerns.

The Patrol shall pay for the cost of such examination, and the employee shall be paid for all time spent attending the assessment. At the employer's discretion, the employee's schedule may be modified to avoid the occurrence of overtime during the pay period that such examination is conducted.

ARTICLE 7

TROOPER / MOTOR CARRIER INSPECTOR / CAPITOL POLICE SALARIES AND BENEFITS

Section 1

SALARIES

The Kansas Highway Patrol shall pay all covered unit members in the appropriate unit in accordance with the approved Career Progression Plan, which is attached hereto as "Exhibit A" and incorporated by reference as though fully set out herein.

The administration of the plan shall be in accordance with appropriate Civil Service Rules and Regulations, applicable statutes, executive directives of the Governor, policies established through statutory authority by the Secretary of Administration and the Director of the Division of Personnel Services.

Pay adjustments will be administered as set forth in the Career Progression Plan as authorized by the Governor and Superintendent and annually funded by the Legislature.

The Career Progression Plan in and of itself shall not reduce the rate of pay of any covered unit member below the rate of pay provided to the covered unit member in the last pay period prior to implementation of the Career Progression Plan.

During the term of this agreement, contract members will receive all increases or adjustments to the state of Kansas pay matrix for all Executive branch classified employees only if approved and funded by the Legislature. The Career Progression Plan (Exhibit A) will be adjusted accordingly.

Whenever a covered unit member in the appropriate unit receives a pay revision involving a change in his/her grade, that covered unit member shall be apprised of what that change is and why it occurred.

Section 2

CLASSIFICATIONS

TROOPER - A recruit classification (Trooper trainee), utilized as a training class, shall be placed on the appropriate pay rate in the Career Progression Plan.

The classification of Trooper will begin an employee's year of service towards permanent status. This classification shall be placed on the appropriate pay rate in the Career Progression Plan.

A Trooper must serve a minimum of five (5) years as a Kansas State Trooper and meet the advanced job-related skills listed in Article 19, prior to becoming eligible to be a Master Trooper. Technical Troopers shall acquire and maintain advanced skills. The Master Trooper/Technical Trooper classification shall be placed on the appropriate pay rate in the Career Progression Plan.

MOTOR CARRIER INSPECTOR - Members currently classified as Motor Carrier Inspectors in the

Law Enforcement Officer I classification, shall be placed on the appropriate pay rate in the Career Progression Plan.

Members currently classified as Motor Carrier Inspectors in the Law Enforcement Officer II classification shall be placed on the appropriate pay rate in the Career Progression Plan and shall meet the advanced job-related skills listed in Article 19.

CAPITOL POLICE OFFICERS – Members currently classified as Capitol Police Officers in the Law Enforcement Officer I classification shall be placed on the appropriate pay rate in the Career Progression Plan.

Members currently classified as Capitol Police Officers in the Law Enforcement Officer II classification shall be placed on the appropriate pay rate in the Career Progression Plan and shall meet the advanced job-related skills relative to their duties.

Section 3

BENEFITS

The Kansas Highway Patrol shall pay all covered unit members in the appropriate unit such benefits as are authorized and provided by law.

Section 4

OVERTIME AND GRANT PROGRAM PREMIUM PAY

Defined as: Hours worked that exceed 80 in a 14-day period, or 40 hours a week in a seven (7) day period, as determined by the agency and provided by the Fair Labor Standards Act of 1938.

The Kansas Highway Patrol shall compensate all covered unit members within the appropriate unit overtime compensation as provided by the Fair Labor Standards Act of 1938, as amended, and K.A.R. 1-5-24. Subject to the availability of appropriated funds as determined by the Superintendent, unit members will not be required to adjust their hours of work during a given work period to avoid the payment of overtime when they have worked approved/justifiable operational overtime. Members' hours may be adjusted for attendance at training and/or for travel time. The Patrol shall endeavor to secure adequate funding to provide overtime pay for all approved hours of overtime. Annual funding will determine what funds are available and those overtime hours to be paid will be set by the Superintendent. The Patrol and the Association further agree that the Superintendent has the right to set flexible amounts of overtime pay as situations may warrant.

Members shall be authorized to receive Grant Program Premium Pay at the rate of 1.5 times their regular hourly rate of pay for all hours of work performed under government grants that allow the Patrol to be reimbursed at 1.5 times the employee's hourly rate when permitted by the grant and Patrol policy.

Grant Program Premium Pay shall only be authorized for the performance for road patrol/enforcement duties. Administrative duties shall not qualify for this premium pay.

Section 5

COMPENSATORY TIME

When adequate funds are not available for overtime payments, the Patrol and the Association agree that the use of compensatory time in lieu of monetary payment shall be permissible.

Provided further, overtime which was not justified or authorized may also be compensated as compensatory time.

The troop commander or designee shall require members to use any hours of compensatory time over forty (40) hours. A member shall be given a reasonable period in which to arrange for the use of this time off.

A member transferring to Troop G shall be required to use all compensatory time prior to transfer.

Troop commanders shall require that all accumulated time be taken off and expended prior to a member's final day of work for this agency.

Section 6

SHIFT DIFFERENTIAL AND WEEKEND PREMIUM PAY

The Superintendent of the Kansas Highway Patrol has determined that the members of the appropriate unit are eligible for shift differential. The Patrol and the Association agree that members of the appropriate unit that are eligible for overtime shall receive shift differential pay in accordance

with the provisions of K.A.R. 1-5-28 and agency policy. The amount of shift differential shall be that amount set by Executive Directive of the Governor subject to a minimum of one dollar (\$1.00) per hour.

For all day shifts on Saturday and Sunday, unit members will receive Weekend Premium Pay at the rate of \$1.00 per hour in addition to their regular rate of pay.

Section 7

HOLIDAY PAY

All covered unit members required to work on a holiday or observed holiday designated by the Governor, shall be compensated as provided for by K.A.R. 1-9-2, provided that members will only be eligible for holiday compensation either on the holiday or the observed holiday but not both.

Holiday time may, at the option of the Superintendent, be paid in lieu of time off. Any such payment shall be at the rate applicable at the time payment is rendered.

Upon request, members shall be provided with their holiday compensatory time credits earned, compensated for or used, and their balance.

The troop commander or designee shall require members to use any hours of holiday compensatory time over eighty (80) hours. A member shall be given a reasonable period in which to arrange for the use of this time off.

A member transferring to Troop G shall be required to use all holiday compensatory time prior to transfer.

Troop commanders shall require that all accumulated time be taken off and expended prior to a member's final day of work for this agency.

The Patrol reserves the right to schedule holiday work and make holiday work assignments, as may be required to fulfill the mission of the Patrol as authorized by K.A.R. 1-9-2.

Members not scheduled to work on an officially designated holiday that desire to work an additional holiday assignment on that holiday, or any other official holiday that they are not scheduled to work, may express such interest to their respective troop in writing. Each troop will maintain a list of those members requesting consideration for additional holiday assignments.

When the Patrol determines the need for additional holiday assignments exists, the Patrol may consider covered unit members on such list, but the Patrol will not be bound by such list.

Section 8

COLLEGE, BI-LINGUAL, FITNESS, FTO AND MILITARY INCENTIVE PAY

The parties agree during the term of this agreement that committees to review the benefits of post-secondary degrees, bi-lingual proficiency, physical fitness, FTO qualifications and pay, and military incentive pay will be established. If established, the committee's review may include, but not be limited to, how these types of incentive pay effect 1) recruiting, 2) citizen complaints, 3) morale, and 4) retention. Any such committee(s) shall be comprised of equal number of representatives from KHP and KSTA, not to exceed three (3) selected by each party respectively.

Association participants are allowed to attend in regular work status at regular pay and if the meeting is scheduled on a participant's assigned day off, the Association member shall receive another day off to compensate for the lost day off. The amount of hours granted for committee meetings shall be the amount of hours the employee is regularly scheduled to work on the day of the meeting. The employer at its discretion may modify an employee's schedule during weeks that committee meetings are held to avoid paying the employee more than eighty (80) hours in a 14-day period.

Section 9

VACATION LEAVE

Covered unit members within the appropriate unit shall accumulate vacation leave pursuant to the Kansas Administrative Regulations. Covered unit members shall be allowed to use such accumulated vacation leave upon reasonable request when the use will not unduly disrupt the operations of the agency.

Section 10

SICK LEAVE

Covered unit members within the appropriate unit shall accumulate and use sick leave pursuant to and in accordance with the Kansas Administrative Regulations. Additionally, covered unit members who have exhausted their sick and vacation leave are eligible to apply for Shared Leave, pursuant to and in accordance with the Kansas Administrative Regulations.

Section 11

CLEANING AND BOOT ALLOWANCE(S)

Subject to availability of funds, as determined by the Superintendent, a uniform cleaning allowance shall be provided each Trooper/Motor Carrier Inspector payable on the first paycheck after December 1.

Subject to availability of funds, as determined by the Superintendent, a boot allowance shall be provided to each Trooper, Motor Carrier Inspector, and Capitol Police Officer payable on the first paycheck after December 1.

If during the term of this agreement Capitol Police members no longer have their uniform cleaning provided, they will be provided the same cleaning allowance as the other covered unit members.

The Superintendent will determine what funds, if any, are available and set a yearly amount based upon that determination.

ARTICLE 8

ASSOCIATION REPRESENTATION

Section 1

ACCESS TO TRAINEES

On written request from the Association, the Patrol shall permit two (2) Association representatives, as designated by the President of the Association, to meet with trainees for a period of time of not more than two (2) regular classroom hours during the training school. Two (2) members shall be in "on-duty" status.

At least seven (7) calendar days in advance of the meeting, the Association shall provide an outline of discussion material to the Director of the Training Academy, and the Superintendent. Such material shall not be in violation of statutes or employee constitutional rights.

The Patrol shall designate the date and time and during regular school hours and provide reasonable notice of the same to trainees and the Association. In no event shall there be more than one (1) visit per school session. For Troopers, the meeting will be at the Training Academy during regular school hours. In the case of Troop K or Troop I, the Association representatives may meet with probationary officers for a period of time of not more than one (1) hour during regular business hours during the probationary period.

Section 2

ADMINISTRATIVE INVESTIGATION

As the result of an employee conduct complaint, when a member of the appropriate unit is interviewed by a member of the Patrol, authorized by the Superintendent or his designee to investigate said employee conduct complaint, the following conditions shall apply:

- A. At least (forty-eight) 48 hours in advance of a scheduled interview, the involved member(s) shall, whenever practicable, be notified of the allegation(s) against the member, that an investigation to determine the facts involved will be conducted and the name of the employee assigned to conduct the investigation.
 1. Such notifications shall be accomplished by either formal correspondence, email with return notification, or by allowing the affected employee(s) to review, take notes, and sign the Employee Conduct Complaint form. The notification shall contain a copy of the written complaint or if there is no formal written complaint, the employee will be provided with documentation describing the allegation(s) made against the employee.
 2. Notification shall not be required when it would jeopardize or hinder the investigation.

3. The member may agree to answer questions at the time scheduled or may be granted one (1) extension only, delaying the questioning for up to a total of seventy-two (72) hours from the initial notification in order to obtain legal advice or other assistance.
 4. When a completed HP-161A complaint form is returned by complainant and reviewed by the Troop Commander (or his or her designee) or PSU then the affected member will be notified. The notification will include the fact that the HP-161A has been received, and a copy of the actual complaint. This notification will occur within four (4) days, excluding weekends and/or holidays of receipt. Notification shall not be required when it would jeopardize or hinder the investigation.
- B. If a member is asked to provide a written report, such report will not be required to be submitted until forty-eight (48) hours from the time of such request. At the request of the member, access to the member's written report(s) and/or the member's video will be made available to assist with the completion of the written response.
- Members shall be given access to all their reports and video(s) pertaining to the complaint a minimum of forty-eight (48) hours before they are required to provide a written response to a complaint or participate in an interview.
- C. At the member's sole discretion and expense, the member may choose to electronically record the interview.
- D. The member shall be advised either verbally or in writing of the results/progress of the investigation no later than forty-five (45) calendar days from the date the employee is notified of the investigation as provided herein. Notification will continue every forty-five (45) calendar days until resolution of the investigation.
- E. In situations which involve an investigation of complaints or suspected violations, in which an attorney of the employer is a participant, the member shall also have the right to have an attorney of the member's choosing, accompany him or her in such proceedings.
- F. Unless requested and/or agreed upon by the employee, the employer agrees not to conduct the interview at the employee's residence.
- G. The employer agrees to make a reasonable, good faith effort to conduct the interviews during the member's and the investigator's regular working hours when practical.

The member being investigated has the right to have an Association representative present during the investigatory interview. Such representation shall be afforded when:

- A. The member reasonably believes that the interview will result in disciplinary action consisting of suspension without pay, demotion, or termination.
- B. The member must request such representation:
 - 1. Within forty-eight (48) hours of receipt of notification of an impending interview.
- C. The exercise of the right to representation cannot unduly interfere with the legitimate needs of the employer.

The presence of an Association representative shall be governed by the following:

- A. The representative of a member investigated shall be either the member's troop director or representative. For those on specialty assignments, the troop director or representative of the host troop, or the member's assigned troop director, or the representative. Provided, that if Professional Standards personnel are conducting the investigation, a representative designated by the Association may be utilized. The Association shall notify the Superintendent on or about January 1 of each year the names and location of representatives it so designates to serve in its capacity.
 - 1. The member serving as such a representative will be in duty status and that status shall continue throughout such time as is reasonably associated with providing representation.
 - 2. No per diem associated with the representative's presence will be borne by the Patrol.
- B. The presence of an Association representative will in no way, in and of itself, jeopardize either the member's or the representative's continued employment.
- C. In any non-criminal procedure, the representative shall not be compelled to disclose, nor be subject to, any punitive action for refusing to disclose any information received from the investigated member, or any witness in the investigation or after any interrogation or interview.
- D. The function of the Association representative at such interview will be to:
 - 1. Observe the overall propriety of the interviewer and the interview process.
 - 2. Briefly consult with the member at the member's request, on the question at hand. This consultation shall not unduly delay the interview process.

3. The interviewer shall warn the representative once and may ask the representative to leave the interview room if further undue delay or disruption occurs.
4. The representative shall not attempt to cross examine the interviewer or otherwise interfere with the interview process.
 - (a) The interviewer shall warn the representative once and may ask the representative to leave the interview room if further disruption or undue delay occurs.
- E. If a member is called to an investigatory interview and it is believed that the member is a witness only, that member shall be so advised and not entitled to representation until such time as the designation of witness may change. If it is determined during the interview that a member is no longer a witness, but is instead the subject of the investigation, the interview shall be stopped until the member is afforded due process in accordance with agency policy and procedure and this agreement.
- F. Members shall be advised at the beginning of an interview whether the interview is criminal or administrative in nature.
- G. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is subject to the investigation. Nothing in this section shall prohibit the employer from questioning the member about information which is developed during the course of the interview.
- H. Interviews shall be conducted within a reasonable time and shall be conducted under the following circumstances:
 1. Members shall be treated with respect and dignity.
 2. Members will be given reasonable intermissions as requested by the member for personal necessities, meals, or rest periods. Such requests shall not unduly disrupt the interview process as determined by the interviewer.

Section 3

REVIEW BOARD HEARINGS

When a General Headquarters Review Board has been convened by the Superintendent, the member whose conduct is being reviewed shall have the right to appear and to have a representative present with said member at such board hearing. This section shall only apply when a review board has been convened.

- A. Such representative may be any member of the Patrol.
- B. The member shall advise the Superintendent within forty-eight (48) hours of being notified of a review board hearing if the member desires a representative and who that representative will be. Within the same period, the member may also advise the Superintendent of any witnesses requested to be called.
 - 1. Notification may be by letter, email with return notification, TWX, or verbally, followed by formal correspondence.
 - 2. The Patrol shall be responsible for advising the representative's troop commander of their assignment to a review board.
- C. The member serving as a representative will be in duty status and that status shall continue throughout such time as is reasonably associated with providing representation.
 - 1. No per diem associated with the representative's presence will be borne by the Patrol.
 - 2. Per diem status of affected member will be determined by the Superintendent.
- D. The presence of an Association representative will in no way in and of itself, jeopardize either the member's or the representative's continued employment.
- E. The representative shall not be compelled to disclose, nor be subject to, any punitive action for refusing to disclose any information received from the investigated member, or any witness in the investigation, or after any interview or review board.
- F. If a member is called before a review board as a witness only, that member shall be so advised and not entitled to representation.
- G. The function of the representative at a board hearing shall be limited to:
 - 1. Observing the overall propriety of the board proceedings.
 - 2. Briefly consult with the member, at the member's request, on the question at hand. This consultation shall not interfere with the orderliness of the board proceedings.

If a troop level review board is convened, the member whose conduct is being reviewed shall have the right to have a representative present with said member at such board hearing.

- A. The presence, status, and responsibility of a representative at a troop level board, shall be the same as that afforded during an investigation interview.

Section 4

COMPLAINTS AGAINST MEMBERS

The Patrol agrees to maintain all rights and privileges granted by the United States Constitution and the Constitution of the State of Kansas, for all unit members.

Section 5

RESPONSE TO RESISTANCE

Members involved in use of force that results in serious physical injury or death have the right to a representative or legal counsel prior to any administrative or criminal investigation.

Such right to consult with a representative or legal counsel shall not unduly delay giving the interview.

ARTICLE 9

EVALUATION AND PERSONNEL RECORDS

The written performance evaluation of covered unit members in the appropriate unit shall follow the guidelines established in K.A.R. 1-7-10, prior to amendment on October 1, 2009.

Additionally, written performance evaluations shall be completed by the member's immediate supervisor, or, if unavailable, another individual who is familiar with the duties and responsibilities of the member and has direct knowledge of the job performance of the member.

Such evaluation shall not include the prohibitions established in Article 13 of this agreement or in any way be affected by participation in the Association. To such extent, the Patrol shall keep no record of membership, participation, or non-participation in Association activities.

Covered unit members who feel they have been subjected to an unfair performance evaluation rating may avail themselves of the evaluation appeal procedures as provided in K.A.R. 1-7-12.

Upon written notice of appeal, an appeal committee shall be selected within seven (7) calendar days following receipt of the member's appeal. The appeal committee shall consist of three persons to be selected as follows: one (1) person named by the Superintendent and one (1) person named by the appealing covered unit member. The third member of the committee will be selected as follows:

The Superintendent or the Superintendent's designee and the KSTA President or the KSTA President's designee, shall on or about the first of each year, mutually determine a list of six (6) Patrol members of the rank of lieutenant or above to serve as the third member and chairperson of the committee.

The list will be set up on a rotation basis. The Superintendent may deviate to the next person on the rotation in the event of illness or incapacity of the next person on the list or in response to concerns expressed to the Superintendent by the appellant.

The appeal committee shall not include the initial rater or raters.

If the appealing covered unit member has concerns about the chairperson of the committee, the covered unit member may express those concerns to the Superintendent within two days of being notified of the appointment of the committee. The appealing covered unit member shall provide advance notice to the chairperson if he or she will be represented by an attorney at the hearing.

GUIDELINES FOR CONDUCTING THE HEARING

- A. Prior to beginning the hearing, the chairperson shall outline to all involved parties including witnesses, the rules that will apply in the hearing process.

- B. The appealing covered unit member and the rater shall be allowed to be present during the entire hearing process. Both parties shall be allowed any witnesses they desire to have testify. The chairperson is authorized to determine the relevancy of the witnesses and to limit repetitious testimony. Witnesses shall be sequestered and only one witness at a time shall be admitted to the hearing.
- C. Only the contested portion of the evaluation shall be subject to review. The appealing covered unit member shall inform the committee in this regard and then each contested portion shall be reviewed individually until the review is completed.
- D. The appealing covered unit member and the rater shall be afforded the opportunity to question the testimony of the other and any witnesses appearing at the hearing. The appeal committee shall not be restricted from questioning any participant at any point in the proceedings.
- E. Following completion of the appeal hearing, the committee shall prepare a new evaluation within 14 calendar days of the date the appeal committee was appointed, and each member shall sign the new evaluation which shall be final and not subject to further appeal as stated in K.A.R. 1-7-12. The new evaluation shall be given to the Superintendent, who within five calendar days, shall transmit copies to the appealing covered unit member, the rater, and the agency personnel officer.

PERSONNEL RECORDS

Covered unit members shall be given copies of any written materials to be placed in their personnel records wherever the same may be located. The affected covered unit member may respond in writing to any such records entry and such response shall be placed in the member's personnel records.

Any covered unit member desiring to inspect the contents of one's own personnel records wherever situated or maintained may do so with an appointment and under the supervision of the employee's immediate supervisor, the agency personnel officer, the Superintendent, or their designees.

A covered unit member may request removal of any written materials contained in his or her personnel records which are not substantiated by verified documentation, by petitioning the Superintendent in writing. The removal of such materials from the personnel files shall be at the sole discretion of the Superintendent.

ARTICLE 10

TRANSFER AND RESIDENCY

Section 1

RESIDENCY REQUIREMENTS

Troopers/Motor Carrier Inspectors shall have a county of residence assigned designated by the Superintendent. A Trooper's/Motor Carrier Inspector's county of residence will normally be the county in which a Trooper's/Motor Carrier Inspector's district or primary duties are carried out.

Troopers/Motor Carrier Inspectors shall reside within their assigned county of residence, which shall include a ten (10) straight line mile buffer zone from the county line. Residency must fall within the borders of the State of Kansas. This buffer zone provision shall not apply to personnel that are assigned to the Kansas Turnpike or Capitol Police.

Troopers/Motor Carrier Inspectors shall reside within their designated county of residence (plus buffer zone) unless first receiving written permission through regular channels from the Superintendent. The Superintendent shall give due consideration to a members' request to reside outside the designated county of residence. The member shall be notified of the superintendent's decision within twenty (20) days of the member's request.

Troopers/Motor Carrier Inspectors shall reside within their designated county of residence unless first receiving written permission through regular channels from the Superintendent.

Nothing in this policy is intended to limit or restrict the Superintendent from directing that Troopers/Motor Carrier Inspectors involved in unique or specialized duties reside at a location determined by the Superintendent to be in the best interest of the Patrol.

Section 2

TRANSFER

The Association and Patrol agree that the transfer of Troopers/Motor Carrier Inspectors in the appropriate unit either temporarily or permanently to any place in the state shall be the sole responsibility of the Superintendent of the KHP in accordance with K.S.A. 74-2106 and K.S.A. 74-2114.

For purposes of this memorandum, a transfer shall be considered any of the following:

- A. The physical movement of a Trooper/Motor Carrier Inspector from the established county of residence.
- B. In counties with multiple troop area designations, when no promotion is required, the movement of a Trooper/Motor Carrier Inspector from one Troop Command to another.

C. The following position, if filled with a Trooper, shall also be deemed a transfer:

1. Court Liaison Trooper

This article is not intended to limit the ability of the Superintendent to reorganize troop areas nor apply to any resultant personnel changes that may occur from such reorganizations. It is also not intended to prevent the Superintendent from making personnel decisions necessitated for compliance with the Americans with Disabilities Act or other legislative mandates. Nothing in this Article shall apply to movements to or from the Protective Services Unit, which, while bid to allow a showing of interest, shall be made at the sole discretion of the Superintendent.

When a transfer bid is contemplated, the Superintendent will give notice of such intent to all eligible Troopers. Such notice may be made through the Information Bulletin, the U.S. mail, email, or the telecommunications network. Upon receiving said notice, any eligible Trooper/Motor Carrier Inspector in the appropriate unit may express preference for such transfer by writing the member's preferences to the Superintendent. All such statements of the preference will be considered but will not be binding. If the request is denied, the Trooper shall receive a written notification of the denial. Transfer bids, covered under this article, shall be awarded based upon seniority.

Troopers/Motor Carrier Inspectors shall be notified in writing of any change in their duty station. Allocation of members of the appropriate unit will be made based upon manpower needs and nothing herein shall be construed to prevent the Superintendent from transferring a Trooper due to a lack of bids for open districts or hardship factors such as marital/spousal employment transfers, family medical reasons, special medical-educational needs, or other hardship factors; or to declare a vacant duty station to remain open for training purposes or a more critical need elsewhere.

If the Superintendent determines that a transfer is necessary due to a lack of bids for the same, such transfer shall be made from Troopers having fewer than 10 years of service.

If the Superintendent determines a hardship transfer is necessary, such transfer can be made without following the bidding process. The Superintendent may also fill any vacant district with a reinstated employee without following the bidding process.

Transfers may be made for Trooper positions requiring a specific license or certification if required accreditation cannot be maintained to perform such duties.

Nothing herein shall preclude the Superintendent from deciding not to fill a vacant position after the bids are requested, nor from making transfers deemed for the good of the agency. Provided, transfers will not be made solely for disciplinary reasons.

Section 3

NOTICE

Prior to issuing the request for voluntary transfer interest, or as otherwise requested by the Superintendent, Regional Commanders will provide lists of their projected staffing needs for consideration. A copy of the list of potential assignments will be provided to the President of the KSTA. Employees may make a request for a voluntary transfer to any location in the state of Kansas. It is understood by both parties that the good of the agency would be best met, when filling multiple vacancies with multiple priorities, by placement of a recruit where no moving fees are statutorily required. Any voluntary transfers granted, therefore, will be considered transfers for the good of the employee. As Employees are not required to transfer and are doing so based upon their own request, the employee granted such a transfer shall bear the expense of the move. The Patrol will continue to open and bid positions that are required to be filled as provided for in Sections 1 and 2. The Superintendent maintains the right to deny any voluntary transfer request for the good of the agency or to maintain sufficient skill base in an area. The Superintendent may fill any position that was requested with a recruit if deemed to be for the good of the agency. Failure to grant a voluntary transfer shall not be grievable.

ARTICLE 11

ORGANIZATIONAL LEAVE TIME / ASSOCIATION

The Kansas State Troopers Association shall be provided an annual pool of one thousand five hundred twenty-three (1,523) hours per calendar year of organizational leave to be used for conducting Association business. Organizational leave may not exceed 160 hours for the President, or the Vice-President as his substitute for conducting Association business exclusive of, and in addition to eighty (80) hours for other members of the Executive Board, Directors, or Representatives for the purpose of attending business meetings.

In addition to the organizational leave time, any of the designated persons may utilize annual leave time to attend to Association business after the organizational leave time has been exhausted. Organizational leave and annual leave time for purposes of attending Association business shall not be denied except in the case of emergencies as defined by the Superintendent of the Kansas Highway Patrol, or for failure to comply with the notice and approval requirements stated herein.

Any request to use hours from the pool shall be given at least seven (7) days prior to any such use by email or other written means to their immediate supervisor, or the troop commander, except when impossible. The request shall include a general description of the use and the estimated time needed.

Hours approved and used as organizational leave will be recorded and submitted through the chain of command.

The Secretary or Executive Vice President of the Association shall cause the transmission to the Superintendent of the Kansas Highway Patrol the names of said persons on or about the first day of July in each calendar year, and the list shall be kept current at all times. In the event such designated persons are substituted, the Secretary or Executive Vice President of the Association shall cause the Superintendent to be notified of such substitution not less than seven (7) days prior to the schedule meetings or the substitution shall not be allowed.

ARTICLE 12

COURT ATTENDANCE

The Patrol and the Association agree that in the event covered unit members receive notification that they are to appear in court as a result of their official duties, such covered unit member shall be 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, which presently provides a minimum of two (2) hours.

ARTICLE 13

WORK REQUIREMENTS

Section 1

Except for programs that are directly or indirectly federally funded, no predetermined productivity quotas or levels requiring members of the appropriate unit to make a certain number of arrests or other enforcement and service applications shall be established.

Further, no predetermined productivity quotas or levels, including arrest, shall be applied to determine promotion, compensation, disciplinary action or any change in the status, privileges, or duties of any individual member.

Nothing in this Article shall be construed to prevent or limit management of the Patrol from directing the work of the appropriate unit member to the active support and accomplishment of agency missions and goals or from supervision and directing enforcement or service efforts.

Section 2 CONTINUOUS USE CAMERA AND AUDIO

This Section is only applicable to Continuous Use Camera and Audio.

A continuous use camera is defined as any mobile video / audio, BWVR, or other media, where the Superintendent has provided a written directive through the chain of command to the employee to operate the camera in the manual record mode, continuously recording both video and audio. Further, the order from the Superintendent must include that the recorded media is to be written to removable media and provided to a supervisor for review of the employee's behavior or conduct as provided in subsection B.

Continuous use camera does not include video which is incidentally written to a drive and then normally recorded over in a timed loop, as part of the camera's normal operation.

- A. Mobile video / audio recording (MVR) and body worn video / audio recording (BWVR) equipment has proven to be a valuable law enforcement tool.

As a tool, the MVR and BWVR equipment is used to document law enforcement officers' honesty, integrity, and professionalism. By virtue of their authority, law enforcement officers are held to a higher degree of accountability by the community and must continuously strive to ensure their veracity and responsibility to the community are maintained. Therefore, to assist in keeping this trust and maximizing the effectiveness of this valuable tool, the procedures stated in this policy for the installation, operation, and use of the MVR and BWVR equipment shall be utilized.

- B. BWVRs shall be worn and activated consistent with agency policy.
- C. The Superintendent, at his or her sole discretion, may direct an employee to operate a camera with audio and visual recording on a continuing use recording basis in instances where the employee's behavior or conduct is such that the Superintendent reasonably believes that a continuous use camera will provide information regarding one or more of the following conducts by the employee:
 - 1. Criminal behavior by the employee;
 - 2. Violation of the Constitutional rights of a member of the public by the employee; or
 - 3. Officer safety issues, but only after the officer has been provided written warning of the conduct, and an opportunity to respond in writing and to meet with the supervisor regarding same.
- D. Minor infractions that are not criminal in nature and/or do not involve officer safety, that may be discovered during the review of the continuous use recordings obtained at the Superintendent's direction, shall be viewed as training opportunities and not as routine disciplinary actions.
- E. The parties agree that changes and/or updates in technology and equipment may affect the MVR and BWVR equipment. Video or other recorded media and/or audio recordings resulting from MVR or BWVR equipment that incidentally records on a continuous basis when not activated by the use of emergency equipment, is not considered continuous use, and will not be routinely reviewed.
- F. Such recordings will only be reviewed if, in the Patrol's discretion, there is a valid business reason, including but not limited to exoneration of a member of an allegation of misconduct, and/or use for evidentiary purposes.

Section 3

Global Positioning System (GPS)

GPS is defined as a satellite navigation system used to determine the position of an object. GPS may be stand-alone technology or integrated into Mobile Data Units (MDU) as an automatic vehicle locating (AVL) system.

The primary purpose of GPS and AVL equipment is the enhancement of law enforcement officer safety and the ability to provide timely service to the public by identifying the closest unit to respond to a call for service.

- A. GPS/AVL information will not be routinely monitored to detect policy violations.

GPS/AVL information will only be reviewed if, in the Patrol's discretion, there is a valid officer safety reason, or a valid business reason including, but not limited to, exoneration of a member of an allegation of misconduct, and/or use for evidentiary purposes.

- B. During any such review of GPS/AVL information, minor infractions that are not criminal in nature and/or do not involve officer safety that may be discovered during the review of GPS/AVL information shall be viewed as training opportunities and not as routine disciplinary actions.**

ARTICLE 14

COMMUNICATION WITH MEMBERS

The Patrol agrees to furnish a portion of certain designated bulletin boards at the troop headquarters offices for use by the Association. Such space shall be a minimum of two feet by two feet. The Association agrees to post items only on the bulletin board provided for it and to limit its use of bulletin boards to official Association business. The Association agrees to keep the designated bulletin boards in a neat and orderly manner and to remove obsolete items. Only Association representatives shall be authorized to post materials in the space on bulletin boards authorized for use by the Association.

The Association may use the Patrol email system for purposes of communicating with members about Association meetings or general information about Association business. All such emails shall be in good taste, shall not disparage the Patrol or any individual employee, shall not contain KCJIS sensitive information, criminal justice information (CJI), classified information, or information otherwise prohibited by KHP Policy and shall contain a disclaimer that the members receiving the email should not respond to the email through the state email system. All such e-mail is subject to reproduction under the Kansas Open Records Act.

ARTICLE 15

POLICIES AND PROCEDURES

The parties agree that the members of the Association have access to the most current version of the Kansas Highway Patrol Policy and Procedures Manual, through the Kansas Highway Patrol Intranet. Access to the aforementioned shall also be made available to the KSTA Executive Vice-President. KHP will provide limited access to the Kansas Highway Patrol Intranet solely for that purpose.

Unit members will not be disciplined for violations of policy that have not been communicated to them in advance.

ARTICLE 16

DISCIPLINARY PROCEDURE

Nothing contained in the Patrol's disciplinary procedure shall restrict, limit, or prohibit a member of the appropriate unit an opportunity to file a grievance objecting to any disciplinary action except in the disciplinary action of suspension, demotion, and termination which shall be covered by the appeals procedure of the rules and regulations of the Department of Administration, pursuant to Kansas Civil Service Statutes and Amendments thereto.

ARTICLE 17

MANAGEMENT- ASSOCIATION RELATIONS

The Kansas Highway Patrol and the Association agree to meet periodically to discuss employer/employee relations and working conditions of Troopers/Motor Carrier Inspectors in the appropriate unit. The purpose of such meetings is to promote harmonious relationships between the parties. The periodic meetings shall occur no less than tri-annually and may be more frequently as the parties may agree.

The participants in said meetings shall be the President of the Association or his or her designee, and other Association members, a reasonable number to which the parties agree, and the Superintendent or his designee, and other members of the Highway Patrol management, a reasonable number to which the parties agree.

The date, time, and subjects to be discussed at such meetings, shall be as mutually agreed to by the parties. Each party shall provide the other a written list of the subjects to be discussed and a list of designees at least seven (7) calendar days prior to said meeting. Other matters may be discussed by mutual oral agreement at the meeting. Either party may include an individual solely for the purpose of taking notes which summarize topics discussed. If needed for input, other participants may be permitted by agreement of the parties prior to the meeting.

Association participants shall be allowed to attend in regular work status at regular pay, and if the meeting is scheduled on a participant's assigned day off, the Association member shall receive another day off to compensate for the lost day off.

ARTICLE 18

COPIES OF AGREEMENT

In a cost-saving effort, upon approval and ratification of the Memorandum of Agreement, the Patrol shall make said agreement available to all covered unit members on the Kansas Highway Patrol's Intranet.

ARTICLE 19

REALLOCATION/PROMOTION

Section 1

MASTER TROOPER

Troopers shall not be eligible to be promoted to Master Trooper until they have served five (5) years as a Kansas State Trooper.

Each must maintain satisfactory or better performance reviews. Prior to promotion, each member must have successfully completed and then maintain certification, when required, in the following advanced enforcement efforts and eligibility standards:

Intermediate Collision Investigation (40 hours),
Advanced Collision Investigation (40 hours),
Advanced Criminal Interdiction (32 hours),
Commercial Vehicle Safety Alliance (CVSA) Level II (walk around inspection) (40 hours),
Advanced Roadside Impaired Driving Enforcement (ARIDE) (40 hours), and
Leadership/Ethics Course (16 hours).

Failure to maintain satisfactory performance or certification shall be grounds for demotion to Trooper for employees obtaining Master Trooper after June 8, 2003. Employees who became Master Troopers on or before June 8, 2003, are required to maintain satisfactory or better performance.

TECHNICAL TROOPER

Technical Trooper positions shall be opened statewide for bid by Trooper positions.

- A. Employees interested in a lateral transfer to any similar position to the one currently held (e.g., pilot to pilot) will be provided a first opportunity to the position.
- B. If more than one employee expresses an interest, an interview panel as determined by the Superintendent, will interview all interested applicants. The interview will be scored, and a composite score created. Except as noted in subsection C, the Patrol will fill available Technical Trooper positions with the employee(s) having the highest composite score. The Superintendent shall provide the KSTA President with a confidential list of participant ranking, showing the various scores for each Technical Trooper candidate.
 1. Positions, including but not limited to the following, if filled with a Trooper, shall also be deemed reallocations or promotions:

- a) Breath Alcohol Trooper
- b) Permanent assignment to Training Center as Trainer/Trooper
- c) Motor Carrier Safety Assistance Trooper (MCSAP)
- d) Aircraft
- e) Motor Vehicle Enforcement (MVE)
- f) Canine Trainers
- g) Canine Handlers
- h) SRT Team Leader
- i) Task Force Troopers
- j) Explosives Ordinance Technician
- k) Public Resource Officer (PRO)
- l) Other technical positions that may be developed

- C. The Superintendent reserves the right to not fill positions, whether or not the job has been posted.

MOTOR CARRIER INSPECTOR

Motor Carrier Inspector shall not be eligible to be promoted to MCI LEOII until they have served five (5) years as a Kansas Highway Patrol Motor Carrier Inspector.

Each must maintain satisfactory or better performance reviews. Prior to promotion, each member must have successfully completed and then maintain certification, when required, in the following advanced enforcement efforts and eligibility standards:

- Hazardous Materials Certification (48 hours)
- Criminal Interdiction (32 hours)
- Standardized Field Sobriety Testing Certification (24 hours)
- Safety Compliance Review Procedures (4 hours provided by KCC)
- Police Ethics (4 hours)
- Communication Skill Development (4 hours)
- Radio Procedure (2 hours)
- Use of Force Review (2 hours)

Failure to maintain satisfactory performance or certification shall be grounds for demotion.

CAPITOL POLICE OFFICER

Capitol Police Officers shall not be eligible to be promoted to CAP / LEOII until they have served five (5) years as a Capitol Police Officer, LEO I. or an applicant who upon initial employment has three (3) or more years of continuous experience as a fulltime certified Kansas law enforcement officer, and has completed an additional two (2) years as a Capitol Police Officer, LEO I.

Each must maintain satisfactory or better performance reviews. Prior to promotion, each member must have successfully completed and then maintain certification, when required, in the following

advanced enforcement efforts and eligibility standards:

Intermediate Collision Investigation (40 hours),
Advanced Collision Investigation (40 hours),
Advanced Criminal Interdiction (32 hours), and
Leadership/Ethics Course (16 hours).

Failure to maintain satisfactory performance or certification shall be grounds for demotion.

Section 2

Pursuant to K.S.A. 74-2113(c), only Troopers having satisfactorily served for five years shall be eligible to obtain a position on the promotion list for the rank of Lieutenant.

Promotion to the rank of Lieutenant shall be on merit. Each candidate for promotion must participate in the Patrol promotional testing and shall comply with all federal equal opportunity standards. The promotional testing shall be written by an outside testing firm. The purpose of the testing shall be to determine a Trooper's suitability for promotion into supervisory and management positions. All Troopers who take the written test shall be eligible for further consideration for promotion.

A. Written Examination

1. A separate written examination shall be administered for promotion to Lieutenant.
2. The written examinations for Lieutenant shall contain sufficient number of questions to adequately meet the needs of the Patrol. The outside testing firm retained shall guide the Patrol in determining the adequate number.
3. All examinations to Lieutenant shall be administered on the same day, when practical.
4. If allowed by the outside testing company, a candidate will be allowed to review a copy of his or her answer sheet and a copy of the written examination. If required by the testing protocol, the candidate shall return the answer sheet and copy of the written examinations after the review.
5. The written examination shall be utilized as a threshold test for interview eligibility only. The score on the written test will not be utilized beyond eligibility.

B. Promotion Eligibility List.

1. An eligibility list shall be established based on the written examinations.
2. This eligibility list will be utilized when determining who will be interviewed.
3. Except as noted in # 5, each Lieutenant position that is determined to be filled will be opened for bid following closure of a lateral transfer opportunity for current Lieutenants if not filled with a lateral transfer.

4. The top seven candidates placing a bid for the position shall be interviewed. The Superintendent shall provide the KSTA Executive Vice President with a confidential list of candidate rankings, showing the various scores for each Lieutenant candidate.
5. The Superintendent reserves the right to not fill a position opened for bid.

C. Interviews

1. Interviews will be conducted by Management as hereinafter described for the purpose of determining an applicant's capabilities and relative suitability for the position sought.
2. To the extent reasonably possible, the interviews shall be of the same general form and substance. Deviations will relate to answers provided by the candidate.
3. Each candidate will be provided a similar amount of time and opportunity for responding to the interview questions.
4. Interviews will be scored, and recommendations will be provided to the Superintendent based on the interview scores.

D. Supervisor's Reviews

1. Performance reviews on each candidate for promotion shall be provided to the interview team.

E. Timing of Test

1. The written test will be administered every two years.
2. Troopers shall not be promoted until they attain the requisite time in grade though they may test before that date.
3. The eligibility list created in accordance with this Section shall govern promotions to a time of at least thirty (30) months from the effective dates of these lists or until replaced by subsequent lists.

F. Exceptions

1. Protective Service positions will be filled at the discretion of the Governor and Superintendent.
2. The Superintendent reserves the right to not fill positions, whether or not the job has been posted.

G. Compensation

1. Upon promotion to Lieutenant, the unit member shall be placed on the appropriate pay rate in the Career Progression Plan.

H. Failure to Maintain Satisfactory Service

1. Failure to maintain satisfactory performance or certification shall be grounds for demotion. The unit member will return to previous rank. Upon demotion the unit member will have one calendar year to recertify in Master/Technical Trooper requirements.

- 2 Members, who voluntarily achieve a work-related certification, must maintain such certification for a period of five (5) years from the date the certification is achieved or awarded. After the five (5) year period has lapsed, members may voluntarily choose to no longer maintain the certification, unless maintaining such certification is a requirement of their current assignment.**
- 3 NOTHING IN THIS ARTICLE shall limit management's ability to discipline a unit member for inadequate performance or unacceptable conduct as allowed by the Kansas Civil Service Act at K.S.A. 75-2949e and K.S.A. 75-2949f, or for violations of the Kansas Law Enforcement Training Act. All disciplinary actions taken shall be appealed through the Kansas Civil Service Act.**

ARTICLE 20

GRIEVANCE AND ARBITRATION

This provision establishes the sole grievance procedure to be utilized to resolve disputes arising from an alleged breach, misinterpretation, or improper application of provisions of the Memorandum of Agreement.

Section 1

GENERAL TERMS

- A. There shall be no reprisals taken against a grievant, any party in interest to said grievance, or to an Association representative or officer, or against any witness or participant in the grievance procedure by reasons of such participation by either the Patrol or the Association.
- B. A grievant or the Association may withdraw or settle a grievance at any step of the grievance procedure.
- C. The grievance procedure does not apply to covered unit member in the appropriate unit during their initial probationary period of employment.
- D. The term "grievance" shall mean a complaint by a person covered by this agreement concerning an alleged breach, misinterpretation, or improper application of provisions of this Memorandum of Agreement.
- E. Further, it shall not apply to disciplinary action of demotion, termination, and suspension which shall be covered by the appeals procedure of the rules and regulations of the Department of Administration, Kansas Civil Service Statutes and Amendments thereto, or to the corrective action of written letters of reprimand which shall be covered by the KHP Grievance Policy.
- F. This grievance procedure does not apply to performance evaluations which shall be covered by the appeals procedure of K.A.R. 1-7-12 and Article 8 entitled, "Member Evaluation and Personnel Records".

Section 2 TIME OFF FOR PROCESSING THE GRIEVANCE

A covered unit member and his or her representative shall be allowed such time off from their regular duties as may be necessary and reasonable, as determined by the Superintendent, for the processing of a grievance without loss of pay, annual leave, or other time credits.

Section 3

GRIEVANCES SHALL BE SETTLED IN THE FOLLOWING MANNER:

If a dispute over the breach, interpretation, or application of the provisions of this Agreement that affects the entire membership, KSTA may file a grievance in its own name at Step Four (4). The resolution of such a grievance shall bind all covered unit members.

Step 1

The aggrieved covered unit member shall informally take up the dispute with the member's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall then attempt to resolve the matter and shall respond in writing to the covered unit member in ten (10) calendar days after meeting with the covered unit member. The parties may agree in writing to waive Step 1.

Step 2

If the dispute has not been settled in Step 1, it shall be presented in writing on mutually agreed upon grievance forms, and signed and dated by the covered unit member to the troop commander or his/her designee within ten (10) calendar days after the immediate supervisor's answer in Step 1 above is due. The troop commander or his/her designee shall discuss the grievance with the covered unit member and his/her Association representative and shall attempt to resolve the grievance and will respond in writing to the covered unit member and Association representative within ten (10) calendar days after meeting with the covered unit member. The parties may agree in writing to waive Step 2.

Step 3

If the dispute has not been settled in Step 2, it shall be presented in writing on mutually agreed upon grievance forms and signed and dated by the covered unit member to the Regional Commander or his/her designee within ten (10) calendar days after the troop commander's answer in Step 2 above is due. The Regional Commander or his/her designee may discuss the grievance with the covered unit member and his/her Association representative in an attempt to resolve the grievance and will respond in writing to the covered unit member and Association representative within ten (10) calendar days after meeting with the covered unit member. The parties may agree in writing to waive Step 3.

Step 4

If the grievance has not been resolved in Step 3, it shall be presented in writing and signed by the covered unit member and forwarded to the Superintendent of the Patrol or his/her designee within ten (10) calendar days after the response from the Regional Commander is due. Either the individual grievant or the Superintendent may request a resolution meeting within five (5) calendar days of receipt of Step 4 grievance. The individual grievant may ask for a representative to

attend this informal meeting with the Superintendent or his/her designee. The Superintendent may also have a representative or other participant at the meeting. Either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The Department of Administration Labor Relations Unit may also participate in the meeting if mutually agreed by the parties.

The purpose of the meeting will be to resolve the grievance in an informal setting. The meeting will be held at a time mutually acceptable to the parties but no later than 30 calendar days after receipt of the grievance, unless both parties agree in writing to a later date. If the parties do not resolve the issue at this meeting, the Superintendent or his/her designee shall issue his/her determination in writing within 10 calendar days after the meeting or later if mutually agreed by the parties.

If no resolution meeting is requested, the Superintendent or his/her designee shall review the grievance and respond in writing within thirty (30) calendar days after receipt of the grievance. During this step, the Department of Administration Director of Employee Relations shall receive a copy of the grievance filed with the Patrol.

Section 4

The time limits as specified in this Grievance and Arbitration Article are of the essence and the failure to comply with the time limits as specified, shall be deemed to be a waiver or abandonment of the grievance or arbitration and shall not thereafter form a basis of a grievance, right to arbitrate, or legal cause of action, unless such time limits are waived by mutual agreement between the grievant, Association, Patrol, or their respective representatives in writing. If the state fails to respond within the time limits at any step, the grievance shall be advanced to the next step. The grievant, Association, and the appropriate Patrol representative, may mutually agree in writing to modify the time limits in any step of the grievance procedure.

Section 5

For covered unit members or in an Association filed grievance, in the event the grievance is not satisfactorily resolved at Steps 1, 2, 3 or 4, the Association Executive Committee may within thirty (30) calendar days request that the matter be referred to Arbitration, hereinafter described for determination. Application for Arbitration shall be made within the prescribed time, or the grievance shall be considered as having been dropped.

Either the grievant or the Superintendent may request a resolution meeting within five (5) calendar days of receipt of Application for Arbitration. An individual grievant may ask for a representative to attend this informal meeting with the Superintendent or his/her designee. The Superintendent may also have a representative or other participant at the meeting. In an Association filed grievance the Association and the Superintendent may, by mutual agreement, have such participants and representatives attend this informal meeting as necessary to pursue resolution. Either party may request the assistance of an arbitrator from the Federal Mediation and Conciliation Service. The Department of Administration Labor Relations Unit may also participate in the meeting at the request of either party. The meeting will be held at a time

mutually acceptable to the parties but no later than 30 calendar days after receipt of the grievance, unless both parties agree in writing to a later date. If the parties do not resolve the issue at this meeting, the parties shall proceed with choosing an arbitrator within 10 calendar days after the meeting, as noted below.

The arbitrator for each grievance shall be selected by mutual agreement of the Patrol and the Association within 10 calendar days of the filing of the notice of arbitration or closure of the mediation. If the parties are unable to agree on an arbitrator, either the patrol or the Association may request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Patrol and the Association shall each have the right to strike two (2) names from the list and the remaining named person to be the arbitrator. The parties shall alternate the first strike. Each party reserves the right to strike an entire panel from consideration.

The arbitrator shall hear the grievance at a time mutually agreeable to all parties. If the parties cannot agree to a time, it shall be set by the arbitrator. The grievance hearing before the Arbitrator shall be held at a convenient site and at a place agreed to by the parties. If the parties cannot agree on a site, then the Arbitration shall be at headquarters in Topeka, Kansas. The grievant and covered unit members appearing as witnesses for either party who are off duty at the time, shall be provided another day for the lost day off.

The arbitrator shall render a decision which shall be the final decision and shall be binding on all parties. The parties shall be advised in writing of the final decision of the Arbitrator.

Section 6

The Arbitrator and its hearings shall be subject to the following:

No more than one (1) grievance shall be submitted at the same arbitration to the same Arbitrator unless both the Association Executive Committee and the Superintendent mutually agree to submit more than a single grievance.

The arbitrator shall have the authority to make such procedure rules of arbitration and shall have authority to make such binding orders as are necessary to enable the Arbitrator to act effectively. He/she may observe the rules of evidence, and his/her decision shall be final and binding on all parties and the grievant(s); provided, it complied with the provisions of this agreement.

The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this agreement, nor shall they substitute their discretion for that of the Patrol or the Association, where such discretion has been retained by the Patrol or the Association.

In the resolution of disputes between the parties to this agreement, the panel shall strictly adhere to and be governed by, the specific language of this agreement.

No arbitrator, court, agency, or other tribunal or person shall have any authority to find that the Patrol is bound to do or refrain from doing, anything or act unless it is clear from the express words of this agreement that this result was intended by both parties.

The arbitrator shall have no authority to exercise any responsibility or function of the Patrol, or to direct the Patrol to take or refrain from taking, any action where such function, responsibility, or action is reserved to the Patrol by law or by the provisions of this agreement, provided, however, that this is not intended to alter or amend any rights which the parties to this agreement have under the Public Employer Employee Relations Act, K.S.A. 75-4321 *et seq.*

The decision of the arbitrator shall be based only on the evidence presented to him or her by the parties in the presence of each other.

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

The Association may refuse to process, abandon, or may settle a grievance or arbitration procedure, at any step set out herein.

Section 7

The parties to this agreement shall work towards resolving grievances at the lowest possible level. Each party will strive towards improved communication to remove any future need to arbitrate misunderstandings or disputes arising out of the interpretation of this memorandum of agreement. It shall be the joint goal of the parties to make the grievance resolution meeting options effective means of resolving disputes.

Section 8

The parties agree to reserve the right to enter into a non-precedent setting grievance settlement and/or a grievance settlement with or without prejudice on a case-by-case basis as the parties see fit.

The parties further agree that they may enter into a Letter of Understanding upon mutual agreement, regarding the terms or conditions of employment for a unit member(s). The unit member is entitled to representation from the KSTA, or, if an attorney is involved on behalf of the agency, the unit member may choose to have either a KSTA representative or an attorney. The Letter of Understanding may address employment matters included or not included herein. The Letter of Understanding shall not have precedential value and shall only apply to the employee(s) involved unless otherwise agreed to by the parties.

ARTICLE 21

JOB INJURY LEAVE

Members, who sustain a qualifying injury, as determined by the employee's appointing authority, shall be eligible for job injury leave in accordance with K.A.R. 1-9-22.

ARTICLE 22

SAVINGS CLAUSE

If any provisions 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 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 subsequently amended and changed.

ARTICLE 23

CLOSING CLAUSE

The parties agree that this agreement shall represent the complete agreement between the Patrol and the Association.

The parties acknowledge that during the meetings which resulted in this agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity, are set forth in this agreement. Therefore, the Patrol and the Association, for the term of this agreement, agree that the other shall not be obligated to meet and confer with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 24

APPROVAL OF THE GOVERNOR OR THE LEGISLATURE

It is agreed by and between the Highway Patrol and the Kansas State Troopers Association, that this Memorandum of Agreement shall be submitted to the Governor, and any provisions of this agreement which can be implemented by regulations of the Secretary of Administration, or the pay plan and pay schedules of the state, may be approved or rejected by the Governor, and if approved, shall be implemented to become effective at such time as the Governor specifies. Further the parties agree that any provision of the 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.

ARTICLE 25

DURATION AND TERMINATION

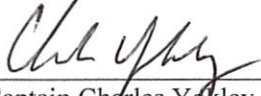
This Memorandum of Agreement shall become effective on the first day of the payroll period following approval by the Secretary of Administration except for those provisions of the agreement which state herein, or otherwise by law require the approval of the Governor or the Legislature, in accordance with Article 22, "Approval of the Governor or the Legislature." This Memorandum of Agreement shall remain in effect for three years. The entire agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other by writing to the Association President or the Superintendent, no less than one hundred and twenty (120) days, nor more than one hundred and fifty (150) days, prior to the anniversary date, that it desires to amend, modify, or terminate this agreement, as the case may be. If notice to amend, modify, or terminate 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 anniversary date. All articles and /or sections shall be considered to be continued during negotiations and, if not timely noticed for the meet and confer process and altered by that process, shall be included in any successor agreement.

In witness whereof, the parties hereto have set their hands this 24 day of OCTOBER, 2023.


State of Kansas - Kansas Highway Patrol


Lt. Colonel John Lehnherr 10/24/23
Date


Captain Wesley Ludolph 10/24/23
Date



Captain Charles Yokley 10/24/23
Date


Erik Smith, KHP Superintendent 10/24/23
Date



Adam C. Proffitt 10-29-2023
Adam Proffitt, Secretary of the
Department of Administration
PCD

Kansas State Troopers Association


Sean McCauley, spokesperson 10/24/23
Date


Technical Trooper Brian Clark 10/24/23
Date


Technical Trooper Sage Hill 10-24-23
Date


Master Trooper Eric Hodges 10-24-23
Date