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*Memorandum of Agreement  
between*

**Pittsburg State University  
and  
AFT Kansas**

**University Police Officers**

***January, 2007 with USS edits  
4/2/2014***

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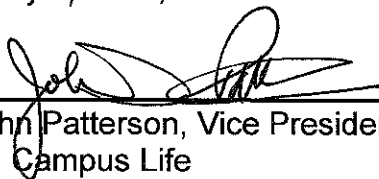
*This document has been updated with modifications following the conversion of PSU Civil Service Employees to University Support Staff as approved by the Kansas Board of Regents on March 12, 2014. Changes will be effective Fiscal Year 2015. Modifications have been approved by the Unit. See also the Summary of Modifications at the end of this document.*



Ricky Faucett, AFT-Kansas

4/23/14

Date



John Patterson, Vice President, Administration & Campus Life

4/21/14

Date

## **Article 1. Preamble & Recognition**

Section 1. This Agreement is entered into by and between Pittsburg State University, an agency of the State of Kansas, hereinafter referred to as "PSU" or the "University" or the "Employer," and the Kansas Association of Public Employees, AFT/FSE, AFL-CIO, hereinafter referred to as "KAPE."

Section 2. PSU recognizes KAPE as the exclusive representative for the unit found appropriate and certified on February 14, 1990 by the Kansas Public Employees Relations Board in Case # 75-UDC-6-1989. The appropriate unit is composed of classes listed below and shall INCLUDE employees appointed to regular positions but shall EXCLUDE employees appointed to temporary or student positions as well as positions designated as management, supervisory, office, clerical, professional or confidential and employees appointed to all other positions at PSU.

### LIST OF CLASSES IN APPROPRIATE UNIT

Police Officers

## **Article 2. PSU – KAPE Responsibilities**

PSU and KAPE each agree that the purpose and intent of this Agreement is to contribute and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests, and to reduce to a minimum the causes of employee relations disputes.

## **Article 3. Management Power and Rights**

Section 1. It is understood and agreed by KAPE that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing rights of PSU as set forth in K.S.A. 75-4326. Specifically, PSU shall have the right to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with PSU; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of PSU; and to determine the method, means, and personnel by which operations are to be carried on.

It is further specifically agreed that the foregoing enumeration of the rights of PSU 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 are other inherent rights of management which may be exercised during the term of this Agreement.

Section 2. It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law, or the authority or 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 PSU served by such civil service commission or personnel board.

#### **Article 4. Employee Organization Membership**

Section 1. PSU and KAPE agree that PSU employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment.

(a) "Conditions of employment" means salaries, wages, hours of work, vacation allowances, sick and injury leave, number of holidays retirement benefits, insurance benefits, prepaid legal service benefits, wearing apparel, premium pay for overtime, shift differential pay, jury duty and grievance procedures, but nothing in this act shall authorize the adjustment or change of such matters which have been fixed by statute or by the constitution of the state. K.S.A. 75-4322 (t).

Section 2. PSU employees shall also have the right to refuse to join or participate in the activities of employee organizations.

Section 3. PSU and KAPE further agree that they will not coerce, intimidate, or otherwise force any employee to join or not join KAPE as a condition of employment.

#### **Article 5. Non-Discrimination**

Section 1. It is agreed by PSU and KAPE that there will be equal opportunities and encouragement to every applicant and employee regardless of race, religion, color, sex, age, or ethnic and national origin, in securing and holding employment in any field of work or labor for which the individual is properly qualified, including the equal employment and consideration for future promotion of qualified handicapped individuals.

Section 2. PSU and KAPE further agree that no employee shall be discriminated against because of membership in or association with the activities of KAPE or because of participation in any grievance, complaint or other proceeding as set forth in this Agreement.

## **Article 6. Work Week and Overtime**

Section 1. PSU and KAPE agree that the "work week" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The work week will begin at 12:01 a.m. Sunday, and will end at 12:00 a.m. the following Sunday. Except for certain employees whose position description specifies otherwise, the regular work week shall be five (5) consecutive days. The regular workday for employees in the appropriate unit shall not exceed eight (8) hours within nine (9) consecutive hours. When scheduling the hours of work for various employees, it may be necessary to schedule some employees to work Saturday or Sunday or both as part of their schedule, but the total time regularly scheduled in a work week will not exceed forty (40) hours. Management shall have discretion to establish the work schedule. Nothing in the Agreement shall be regarded as a guarantee of any hours or work per day or per week.

Section 2. Except as provided by statute or regulations, employees in the appropriate unit who are eligible to receive overtime pay under the Fair Labor Standards Act of 1938, as amended, shall be compensated for overtime as provided in that Act.

Employees eligible for overtime will be compensated at the rate of one and one-half (1 & ½) times their regular rate of pay for hours worked over forty (40) in a given work week. This rate will not include premium pay for holidays worked or any call-in and call-back compensation paid for hours not actually worked.

Overtime, to the extent possible, shall be authorized in advance by an employee's supervisor or designated individual.

In determining whether an employee has worked any overtime in a workweek or work period, only time actually worked shall be considered, however, holiday credit (the paid time for a holiday when it is not worked) does count toward the calculation of overtime eligibility for non-exempt employees.

Section 3. At the University's discretion, the University may grant compensatory time off in lieu of overtime compensation at the rate of one and one-half (1 & ½) hours off for each hour of overtime worked. Compensatory time off shall be used at some time after the work-week or work period in which the overtime was worked.

Requests for compensatory time off must be made at least twenty-four (24) hours in advance. Compensatory time off will not be granted for heavy scheduling days, such as graduation day and home ballgames. Emergency requests will be reviewed on an individual basis.

An eligible employee shall not accrue more than 120 hours of compensatory time. An employer who has accrued 120 hours of compensatory time off shall be paid overtime compensation for any additional overtime hours worked.

An employee who requests to use accrued compensatory time off shall be permitted to use the time within a reasonable period if the use does not unduly disrupt the operations of the agency.

Compensatory time may be accumulated by an employee and used during periods of University shut down.

Section 4. When an employee who is eligible for overtime works additional time that could result in overtime hours, PSU reserves the right to give the employee equivalent time off, on an hour for hour basis, in the workweek in which the additional time is worked.

Section 5. PSU reserves the right to schedule overtime work as may be required. Such overtime, excluding emergencies, shall be distributed fairly and equitable among employees capable of performing the work. For purposes of overtime distribution, regular overtime offered and refused shall be considered as overtime worked. An employee shall discuss any alleged error in the distribution of regular overtime with his or her supervisor or Director of University Police. If an error is found, it will be corrected by later assignments when regular overtime is available.

Section 6. Officers shall have the right of first refusal in working university events that take place on University property when the contracting group does not specifically request another security service.

## **Article 7. Rest Periods and Meal Breaks**

Section 1. Employees in the appropriate unit will have two (2) fifteen (15) minute rest periods, one to be at or near the middle of the first four (4) hours of the work shift and the other to be at or near the middle of the second four (4) hours of the work shift. Employees may not elect to forego rest periods for the purpose of accruing time off. Rest periods may not be regarded as accumulative if not taken.

Section 2. Employees shall remain on campus during rest breaks. The officer is required to call the dispatcher to request the break. If the dispatcher has a call for the officer at the time of the request, the officer must take the call before taking a break. If there is no call waiting for the officer, the break will be acknowledged. Only one officer per shift may be on break at a time.

Section 3. Breaks shall be non-duty time. The officer will return to duty immediately, however, in the event of an emergency. An emergency shall be defined as an occurrence that threatens the health or safety of students or staff or requires the officer to respond to entry alarms or crimes in progress. The officer shall also return to duty if a call comes in and that individual is the only officer on the street.

Section 4. One (1) thirty (30) minutes meal break with pay will be provided for full-time employees in the unit. During meal breaks, employees are free to leave those work stations not requiring continuous attendance. Employees may travel within a one (1) mile radius of campus to get dinner. If man power and workload allow, employees may elect to take their meal break at any food service facility within the University's Police expanded jurisdiction. Meals breaks are not accumulated if not taken.

Section 5. The officer is required to call the dispatcher to request the meal break. If the dispatcher has a call for the officer at the time of the request, the officer must take the call before taking a break. If there is no call waiting for the officer, the break will be acknowledged. Only one officer per shift may be on break at a time. The officer shall return to duty immediately in the event of an emergency. An emergency shall be defined as an occurrence that threatens the health or safety of students or staff or requires the officer to respond to entry alarms or crimes in progress. The officer shall also return to duty if a call comes in and that officer is the only officer on the street.

Section 6. Meal breaks may be taken at or near the middle of the work schedule. In emergency situation, the meal break will be delayed.

Section 7. If employees are required to work overtime which requires them to work two (2) hours or more consecutively in addition to their regular eight (8) hour shift, a fifteen (15) minute break will be provided. A thirty (30) minute dinner break on the job, with pay, will be scheduled at the beginning of the eleventh (11<sup>th</sup>) hour, or sooner, if possible.

## **Article 8. Call-In and Call-Back**

Section 1. Employees who are classified as non-exempt by the Fair Labor Standards Act of 1938, as amended, who are called in to work on a regular day off or called back to work after a regular work schedule shall be paid a minimum of two (2) hours pay at the appropriate rate of pay except as provided below.

Section 2. Call-in and call-back pay shall not apply to the two (2) hour period immediately prior to the beginning of the employee's next regularly scheduled work shift.

Section 3. Only the hours actually worked shall be credited in determining eligibility for overtime compensation.

## Article 9. Holidays

Section 1. PSU and KAPE agree that employees in the appropriate unit shall have the following legal holidays with pay:

New Year's Day  
Martin Luther King Day \*  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

\* If designated by the Governor as a holiday.

In addition to the above holidays, such other days as may be designated as holidays by the Governor shall be considered holidays with pay for employees in the appropriate unit.

Section 2. When one of these legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday. When one of the legal holidays falls on a Sunday, the following Monday shall be the officially observed holiday.

Section 3. When one of the legal holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 4. Each employee, regardless of his or her work schedule, shall be given credit for the same number of holidays as are credited to employees whose regular workweek is Monday through Friday.

Section 5. If an employee is required to work on a legal holiday or on an officially observed holiday, such employee shall, in addition to his or her regular salary for the pay period, either be paid an additional amount, at one and one-half (1 & ½) times their regular rate of pay, for the hours worked on the holiday or receive compensatory holiday credits for the hours worked on the holiday at the rate of one and a half (1 & ½) hours credit for one (1) hours worked.

Section 6. Regular full-time, non-exempt employees in the appropriate unit shall be paid on the basis of eight (8) hours pay at their regular straight time hourly rate of pay for holidays on which no work is performed.



**Article 10. Vacations**

Section 1. PSU and KAPE agree that non-exempt employees in the appropriate unit shall be entitled to accrue vacation leave as follows:

**Vacation Leave Table for Non-Exempt Employees  
Hours Earned Per Pay Period Based on Length of Service**

Hours in Pay Status Per Pay Period	Less Than 5 Years	5 Yrs & Less Than 10 Yrs.	10 Yrs. & Less than 15 Yrs.	15 Yrs. & Over
0 - 7	0.0	0.0	0.0	0.0
8 - 15	0.4	0.5	0.6	0.7
16 - 23	0.8	1.0	1.2	1.4
24 - 31	1.2	1.5	1.8	2.1
32 - 39	1.6	2.0	2.4	2.8
40 - 47	2.0	2.5	3.0	3.5
48 - 55	2.4	3.0	3.6	4.2
56 - 63	2.8	3.5	4.2	4.9
64 - 71	3.2	4.0	4.8	5.6
72 - 79	3.6	4.5	5.4	6.3
80 -	3.7	4.7	5.6	6.5
<b>Maximum Accumulation of Hours</b>	<b>144.0</b>	<b>176.0</b>	<b>208.0</b>	<b>240.0</b>

Vacation credits are earned for hours worked or in pay status in the payroll period, except overtime worked and additional payment for holidays worked are not counted. Leave earned during a pay period is credited on the first day of the following pay period. All vacation leave over the maximum accumulation shall be forfeited at the end of the last payroll period in the fiscal year. Proportional credit is earned when the employee is not in pay status an entire pay period.

Section 2. New employees earn vacation beginning with their first day of employment, based upon their hours in pay status in the pay period.

Section 3. An employee may request the use of vacation leave anytime after accrual. Such request shall not be unreasonable denied.

Section 4. Consistent with the individual needs of each department within PSU, earned vacation leave, which is requested in advance in accordance with the departmental policy, will be approved. Vacation leave will be granted on an equitable basis with an attempt to satisfy the leave request of employees. Officers should attempt to schedule regular vacations during time when students are not in classes, whenever possible. In the department's annual scheduling of vacations, leaves will be granted by class and any conflict between employees in the same class desiring the same time period will normally be resolved by considering length of service. Once a vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

Section 5. Vacation leave may be used in increments of a quarter of an hour when requested and approved. Holidays occurring within the period of an employee's vacation shall not count as one of the vacation days.

Section 6. An employee in the appropriate unit who transfers between departments or to another agency may have any unused annual leave transferred. Arrangements may be made for an employee transferring between departments to use a part or all of his or her accumulated vacation before the transfer becomes effective, but if not, the accumulated credits shall be transferred. If for any reason the unused annual leave of an employee may not be transferred to another agency or in the event of a layoff, the abolishment of a position, termination or resignation, the employee shall be paid in full for all accumulated annual leave up to the maximum accumulation in the final pay.

Section 7. Terminating employees do not earn leave credits after the last day at work. Each employee who resigns or is otherwise separated from the service shall be paid for accumulated vacation at the same time payment is made for the last day at work. Pay for vacation leave credit shall be calculated on the same basis as the pay for the days that the employee actually worked in the pay period that includes the last day worked. Pay for such vacation shall be a lump sum addition to the employee's last paycheck.

**Article 11. Sick Leave**

**Section 1.** Sick leave with pay shall be granted to employees in the appropriate unit as follows:

- (a) Classified employees in regular positions will earn sick leave credits in accordance with the schedule for hours worked or in pay status in the payroll period. New employees earn credits beginning with their first day of employment.

**Sick Leave Table for Non-Exempt Employees**

Hours in Pay Status Per Pay Period	Hours Earned Per Pay Period
0 - 7	0.0
8 - 15	0.4
16 - 23	0.8
24 - 31	1.2
32 - 39	1.6
40 - 47	2.0
48 - 55	2.4
56 - 63	2.8
64 - 71	3.2
72 - 79	3.6
80 - *	3.7

\* Hours in pay status does not include overtime hours worked.

- (b) Sick leave may be accumulated without limit and may be used in units of a quarter of an hour.
- (c) "Hours in pay status" shall not include overtime hours worked.
- (d) Sick leave with pay may be granted for the necessary absence from duty because of
  - (1) Illness or disability of the employee or a member of the employee's family including pregnancy, childbirth, miscarriage, abortion and recovery therefrom;
  - (2) "Employee's family" shall be limited to persons related to the employee by blood, marriage or adoption and minors residing in the employee's residence as a result of court proceedings;
  - (3) The employee's personal appointments with a physician, dentist, or other recognized health practitioner;

- (4) Legal quarantine of the employee.
- (e) Employees who are injured on the job and are awarded workers' compensation may request the use of accumulated sick leave provided that the compensation for such sick leave used each payroll period shall be only that amount which, together with workers' compensation pay, shall equal the regular salary for the employee. (Workers' compensation is not paid during the first week of disability, unless the disability exists for three (3) consecutive weeks.) Unless the employee requests otherwise, annual leave and compensatory time credits shall be used only after sick leave credits have been exhausted. Worker's compensation days credited back to the employee shall be in multiples of one-half (1/2) days only.
- (f) If an employee taking vacation leave becomes ill and for all intents and purposes, is deprived of all or a significant portion of the vacation, the appropriate Vice President or Department Head (President's Division), upon request of the employee, may charge to sick leave some or all of the time the employee was ill while on vacation.

Section 2. An employee who becomes ill while at work shall notify the immediate supervisor or designated individual. The employee may leave work as soon as a replacement is obtained or the supervisor otherwise approves. If an employee becomes ill while away from work, the employee shall notify the departmental office as soon as possible. If the employee fails to report, the employee may be charged leave without pay.

Section 3. An employee may be required to provide evidence necessary to establish that the employee is entitled to use sick leave credits under the circumstances of the request. If the employee fails to provide this evidence, the use of the requested sick leave may be denied by the appointing authority.

Section 4. KAPE recognizes the importance of sick leave and the obligations of the employee to utilize it only when incapacitated for the performance of duty by personal illness or disability, or that of a family member. KAPE, therefore, agrees to support PSU in efforts to eliminate unwarranted or improper use of sick leave.

## **Article 12. Funeral Leave**

Section 1. Upon request, an employee in the appropriate unit will be granted up to three (3) working days leave with pay to attend the funeral of a close relative.

Section 2. Upon request, an employee will be granted additional working days not to exceed three (3), on a showing that travel out of the surrounding area was necessary to attend the funeral of the close relative, or a showing that an earlier return would work a hardship on the employee. In no event shall funeral leave for the death of a close relative exceed six (6) working days.

Section 3. A close relative shall be defined as a member of the immediate family and includes spouse, parent, grandparent, sister, brother or child, including in-laws and step relatives.

Section 4. Vacation leave may be used by an officer if additional days of Funeral Leave are refused as outlined in Section 2.

### **Article 13. Military Leave**

Section 1. PSU and KAPE agree that employees in the appropriate unit will be eligible for leave without pay to cover the length of required service in the military forces of the United States.

Section 2. Each request for military leave shall be accompanied by a copy of the appropriate military orders. Military leaves shall expire within ninety (90) days after the employee's release from such service. Failure to return within the 90-day period shall result in cancellation of the military leave and the employee shall receive no credit for time so served.

Section 3. Authorized military leaves shall be limited in length of service to that actually required by the original orders and re-enlistment or continuation of active duty beyond the date when it could be terminated shall be considered a voluntary resignation from military leave status.

Section 4. An employee who receives an honorable discharge shall, if he makes application to PSU within ninety (90) days after the effective date of the release from active duty, be reinstated in a position in the same class as the position held at the time the leave was granted or to a similar position with like status and salary. In all future actions where the employee's status is affected by length of service, the time which the reinstated person served with the military shall be considered the same as time served with the State. The period of leave shall include the grace period allowed for return to service with the State. Sick leave, vacation leave and holidays shall not be earned or accrued during a period of military leave without pay.

Section 5. Employees in the appropriate unit who are members of a reserve component of the military service, including the state or national guard, shall be granted a maximum of fifteen (15) working days per calendar year of military leave with pay for active duty for training purposes. A limit of fifteen (15) days in any calendar year may be granted for training purposes; however, those days in excess of the fifteen (15) working days shall be charged to leave without pay or, at the employee's request, to accrued vacation leave.

### **Article 14. Jury Duty Leave**

Section 1. Each employee in the appropriate unit of the University shall be granted a leave of absence with pay for required jury duty or in order to comply with a subpoena as a witness before the Civil Service Board, the Kansas Commission on Civil Rights, the United States Equal Employment Opportunity Commission, or a court.

Section 2. 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 they are the party, or if the employee voluntarily seeks to testify as a witness.

Section 3. When an employee receives a jury or other summons, they should notify their supervisor immediately so arrangements can be made for work assignments. Employees will be expected to report for work during any hours that their presence is not required as a juror or witness.

Section 4. When an employee travels in a state vehicle for a required appearance, the employee shall turn over to the state any mileage expense payments received. Except for travel in state vehicles, the employee may retain any amount paid to the employee for expenses in traveling to and from the place of jury duty or required appearance.

Section 5. Each employee granted leave 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 fifty (50) dollars.

#### **Article 15. Time Off For Voting**

Section 1. PSU will grant employees the appropriate unit time off to vote in accordance with the applicable Kansas State Statutes.

Section 2. Copies of the applicable statutes will be furnished by PSU to KAPE for posting on their bulletin boards.

#### **Article 16. Leave Without Pay**

Section 1. Permanent employees in the appropriate unit at PSU may be granted leave of absence without pay for a reasonable period of time consistent with effective fulfillment of PSU's duties, but not to exceed one (1) year for illness, childbearing, or other temporary disabilities, the birth of the employee's child, the adoption of a child by the employee, 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. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee and shall require written approval of the appropriate Vice President or Department Head (President's Division).

Section 2. Employees without permanent status may be granted leave without pay for a period not to exceed sixty (60) calendar days for reasons listed in Section 1 above. The appropriate Vice President or Department Head (President's Division) may extend the duration of the leave up to six (6) months.

Section 3. Permanent employees may be granted leave of absence without pay from a university support staff position in order to take an appointive position in the unclassified service. Such leave shall be for one (1) year and extensions of up to one (1) year may be granted, with the appropriate Vice President or Department Head (President's Division) determining the number of extensions.

Section 4. Voluntary separation from university support staff service in order to accept employment not in the state service shall be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under "KAPE Leave."

Section 5. If the interest of PSU require, the appropriate Vice President or Department Head (President's Division) may terminate a leave of absence without pay by giving notice in writing to the employee at least two (2) weeks prior to the termination date. With approval of the Vice President or Department Head (President's Division), an employee may return from leave on an earlier date than originally scheduled.

#### **Article 17. KAPE Leave**

Section 1. A permanent employee in the appropriate unit of PSU may request a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE employee who has been granted a KAPE leave of absence shall retain length of service status as of the date the leave began but shall not accrue additional length of service during the leave.

Section 2. An employee who returns at the expiration of a regularly approved KAPE leave without pay shall be returned to a position in the same class as the position held at the time the leave was granted.

Section 3. Failure to report for work on the expiration of an authorized KAPE leave of absence or failure to return at an earlier date after receiving at last two (2) weeks prior notice from PSU shall be deemed a resignation.

#### **Article 18. Personnel Records**

Section 1. PSU shall maintain an official personnel file for each employee in the appropriate unit in the Human Resource Services office. The official personnel file shall contain the following:

- (a) Documents showing employee's hires, transfers, promotions, demotions, separations, changes of pay rates, leaves of absence, or other changes in employment status;
- (b) performance reviews, letters or reprimand and letters of rebuttal thereto, and letters of recommendation;
- (c) applications for a vacancy and any assessment scores;

- (d) such other information as the Director of Human Resource Services deems appropriate; and
- (e) letters of proposed disciplinary action.

Any employee may also request that material pertinent to his or her employment be placed in the official file.

Section 2. Except as otherwise provided in this section and the Kansas open records act, K.S.A. 45-215 et.seq., information contained in each employee's personnel file shall not be open to public inspection.

Section 3. Upon inquiry of any individual, including prospective employers, the division of personnel services or personnel in the state agency where an employee is employed, shall disclose the following information concerning an employee:

- (a) Name of the employee;
- (b) current title and job position;
- (c) current or prior rates of pay; and
- (d) length of employment with the state.

Section 4. Upon inquiry of any individual, the division of personnel services, or personnel in the state agency where an employee is employed, may disclose the following additional information concerning an employee:

- (a) name of employing state agency;
- (b) length of time the employee has served in the employee's current job position; and
- (c) letters of commendation.

Section 5. When individuals from the following agencies, in carrying forth their official duties, establish a need for information contained in an employees' official personnel files, PSU shall permit access to information by personnel from the following agencies:

- (a) The Kansas department of administration;
- (b) the Kansas attorney general's office, including the Kansas bureau of investigation;
- (c) the federal equal employment opportunity commission and Kansas commission on diversity and human rights;
- (d) the Kansas civil service board;



- (e) legislative post audit;
- (f) the state agency employing that employee, and
- (g) child support enforcement specialists of the Kansas department of social and rehabilitation services.

Section 6. Access to information in an employee's official personnel file shall also be permitted to the following individuals when carrying forth their official duties and upon establishing a need for the information:

- (a) Those persons in a direct line of authority over the employee at PSU;
- (b) the PSU Director of Human Resource Services or designee;
- (c) the PSU Director of Affirmative Action or designee; and
- (d) other individuals at PSU authorized by the President of the University or designee.

Section 7. An employee in the appropriate unit may review his or her official personnel file. An employee may also authorize any individual or firm, including KAPE, to review the employee's official personnel file. Such authorization shall be in writing and shall be delivered to the Director of Human Resource Services. Reviews shall be made consistent with the conditions established by PSU and at a time mutually convenient to the parties. Copies shall be made upon request, and the cost shall be paid by the individual or firm at the rate established in the Board of Regents Comprehensive Fee Schedule.

Section 8. The head of any state agency or a designee, having proper interest and an established need to review an employee's personnel file, may review file upon request to the appropriate Vice President or Department Head (President's Division).

Section 9. The official personnel file of any specifically named employee shall also be made available for inspection in connection with litigation pursuant to the terms of an order entered by a judge of any federal, state or municipal court properly having jurisdiction over such litigation.

Section 10. KAPE and PSU agree that supervisory files may also be maintained, however, no internal documents which are adverse to the employee shall be placed in the employee's official personnel file unless the employee has had the opportunity to read the material. The employee shall have the opportunity to affix his or her signature or initials to signify knowledge of the material. Such signing or initialing will not necessarily indicate agreement with the contents of the document. The employee shall be given a copy of the document and shall have five (5) working days to respond. Any response will be kept in the employee's official file.

Section 11. Oral or written warnings which do not result in further disciplinary action will be removed from the Personnel file after eighteen (18) months from the date of the last action upon request by the employee.

Section 12. Officers shall be notified of any changes in time sheets and given a corrected copy prior to the time sheet being sent to the Payroll Office.

#### **Article 19. Position Descriptions**

By appointment, PSU shall make available to KAPE for review in the Human Resource Services Office during normal business hours the job description for any specific position in the appropriate unit in cases where a vacancy, promotion or grievance is involved.

#### **Article 20. Health Insurance**

Eligible employees in the appropriate unit will continue to participate in the State of Kansas Group Health Plan as is established by the State of Kansas Health Care Commission. It is agreed that PSU shall pay the portion of the employee's premium for health insurance coverage as prescribed by the Health Care Commission.

#### **Article 21. Worker's Compensation – Unemployment Compensation**

PSU and KAPE agree that employees in the appropriate unit shall be eligible for Worker's Compensation and Unemployment Compensation benefits as provided by state statute and regulations.

#### **Article 22. Retirement Benefits**

Employees in the appropriate unit shall continue to be eligible to participate in the retirement program provided by the Kansas Police and Fire Retirement System.

#### **Article 23. New Hire Orientation**

Section 1. PSU shall provide a packet of orientation and informative materials to all employees newly appointed to positions in the appropriate unit. Copies of this Agreement will be provided to new employees in the appropriate unit by KAPE. PSU will provide a local KAPE officer with the names of new unit members with two (2) weeks of the date hired.

## **Article 24. Probation**

Section 1. New employees appointed by PSU in the appropriate unit shall be in a probationary period for their first six (6) months of employment. Probationary periods may be extended but in no case shall the total probationary period exceed one (1) year.

Section 2. Employees who are promoted to higher classifications shall be subject to a probationary period of not less than three (3) months nor more than six (6) months. Such probationary periods may not be extended. "Probation" for purposes of this section relates to an employee's ability to satisfactorily perform the requirements of the position to which promoted. If a promotional appointee's services during the probational period are found to be unsatisfactory for reasons other than misconduct or delinquency, PSU shall permit the employee to return to a position in the class for which the employee was promoted, or to a position in another class for which the employee is qualified in the same salary range as the class from which the employee was promoted, or to a class for which the employee is qualified in the next lower salary range.

Section 3. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

Section 4. All former permanent employees reemployed from a PSU layoff list shall not be subject to a probationary period and shall have permanent status as of the effective date.

Section 5. Permanent employees granted a military leave shall not be subject to a probationary period but shall have permanent status as of the effective date of reinstatement.

## **Article 25. Performance Reviews and Appeal**

Section 1. A performance review shall be conducted for each employee covered by this Agreement at least annually; however, a special performance review may be prepared for an employee at any time.

Section 2. The supervisor and employee shall negotiate priority outcomes at the beginning of a review period and any time priority outcomes change. In case of disagreement, the decision of the supervisor prevail.

Section 3. Each employee shall be given an opportunity to add comments to the performance review at each feedback session. The employee shall be given a copy of the performance review at the beginning of the review period and each time a feedback session is conducted or priority outcomes change. The appropriate Vice President or Department Head (President's Division) shall encourage performance review feedback sessions for employees at least quarterly.

Section 4. The performance review of each employee shall be completed by the employee's immediate supervisor, or by another qualified person or persons designated by the appropriate Vice President or Department Head (President's Division). A qualified person is one who is familiar with the duties and responsibilities of the employee's position and with the job performance of the employee.

Section 5. A rating shall be assigned to the performance review, at least annually. The appropriate Vice President or Department Head (President's Division) may authorize a special performance review rating for any employee at any time.

Section 6. Each employee shall be given the opportunity to sign the employee's performance review as evidence that the employee has been informed of the performance review rating; that signature shall not abridge the employee's right of appeal if the employee disagrees with the rating. Failure of the employee to sign the performance review shall not invalidate the rating.

Section 7. Any employee entitled to appeal a rating may do so within seven (7) days after being informed of the rating.

Section 8. The PSU Appeals Committee will hear performance review rating appeals.

Section 9. The appeals committee shall consider such information as may be offered by the employee and the rater, and as it may secure on its own initiative. The committee shall, within five (5) days thereafter, issue its findings and assign a rating for the employee.

## **Article 26. Promotion and Vacancy Procedures**

Section 1. PSU agrees that a notice of all new and vacant permanent job openings for positions in the appropriate unit shall be posted on the official campus bulletin boards. A copy will also be posted in Shirk Hall. The notices will be posted for at least seven (7) calendar days. The closing date will be indicated on the notice.

Section 2. Qualified employees within the appropriate unit who apply for posted jobs within the posting period will be given consideration.

Section 3. Applicants will be interviewed by a committee consisting of one (1) police officer, one (1) police supervisor, and one (1) representative from university support staff. Members of the committee will be appointed by the Director of University Police. Applicants will not be inconvenienced by committee members' work schedules and any member of the committee who is not on duty during the interview will not be compensated in any way for participating in the interview. The committee will make their hiring recommendation to the University Police Director.

Section 4. PSU will conduct background checks required by state and federal laws and regulations.

## **Article 27. Length of Service**

Section 1. PSU and KAPE agree that the length of service of a current permanent employee in the appropriate unit shall be the total time credited in the classified and university support staff service that the employee has on the effective date of this Agreement. Determination of such length of service shall be as recorded in existing PSU Human Resource Services records.

Section 2. It is agreed that new employees hired into the appropriate unit shall establish length of service upon completion of the agreed probationary period in accordance with University policy.

Section 3. An employee's length of service accumulation shall be interrupted during any period of time the employee is on a written approved leave of absence without pay and accumulation shall resume when the employee properly returns to work from such leave, with the exception that an employee's length of service shall accumulate without interruption while on military leave which is conformed to in accordance with applicable state and federal statutes or on leave while receiving worker's compensation benefits.

Section 4. An employee's length of service shall terminate if the employee:

- (a) quits or resigns.
- (b) is discharged as provided in University policy.
- (c) is laid off for a period of three (3) years..
- (d) fails to return to work at the expiration of an authorized leave, upon notice that a leave has been terminated, or upon written notice of recall from layoff. Written notice terminating a leave of absence or recall from layoff shall be sent to the employee at least two (2) weeks prior to the termination date. A certified letter from PSU shall be sent to the employee's last known address. Responsibility for informing PSU of the employee's latest address rests solely with the employee.
- (e) accepts other employment outside the state service during an approved leave. This shall not apply to an employee on approved leave without pay for up to one (1) year who is employed full-time with KAPE.

Section 5. Length of service lists shall be prepared annually as of July 1 and shall be posted on the University Police Bulletin Board. The length of service list shall indicate the employee's name, classification and PSU length of service, adjusted in accordance with regulations.

Section 6. Where the ability and fitness between employees are substantially equal, length of service will be used as a determining factor to resolve any conflict between employees in the same class, who desire the same vacation period or shift assignment. Shift changes may not be requested more frequently than six (6) months. Determination of ability and fitness shall be made by PSU.

## **Article 28. Layoff and Recall**

Section 1. PSU and KAPE agree that PSU may layoff any employee when it is necessary by reason of shortage of work or funds, the abolition of a position, the reinstatement of an employee on authorized military leave, the reinstatement of an employee who has been on an approved leave of absence, including KAPE leave, for six (6) months or longer, or changes in organization.

Section 2. PSU shall determine the number of employees to be laid off and the class or classes of positions in which the layoffs are to be made. PSU may further designate the organizational unit in which the layoff is to occur.

## **Article 29. Shift Preference**

Section 1. PSU and KAPE agree that consistent with the individual needs of each department within the appropriate unit, shift preference of employees will be considered as openings occur.

Section 2. As stated in Article 27, Section 6., in the department's assignment of shifts, where ability and fitness are substantially equal between employees in the appropriate unit desiring the same shift, such conflict shall be resolved by considering length of service. Determination of ability and fitness shall be made by PSU.

Section 3. When changing an employee's shift assignment, PSU agrees to provide as much advance notice as possible, making a good faith effort to provide a thirty (30) day notice.

Section 4. Employee shift changes may not be requested more frequently than each six (6) months.

## **Article 30. Steward System**

Section 1. PSU agrees to recognize stewards who have been designated by KAPE to serve in this capacity. The number of stewards selected from among employees in the appropriate unit, will not exceed one (1) chief steward and two (2) line stewards. KAPE shall select one steward from each shift. It is agreed that KAPE, in appointing such stewards, does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization.

Section 2. KAPE agrees to provide to PSU and maintain on a current basis, a list of all stewards and alternate stewards. The list will designate the shift of the appropriate unit in which each serves as a steward. The chief steward shall perform assigned functions on his or her shift but shall not be restricted to any particular shift.

Section 3. The function of the line stewards is to serve as a point of initial contact with KAPE for all employees in the appropriate unit. Each steward will be allowed reasonable time off during working hours, without loss of pay or leave, for the purpose of discussing matters directly related to the work situation of employees on the shift represented by the steward and to participate in grievance adjustments. Reasonable time is interpreted to mean up to fifteen (15) minutes per contact, but no more than one (1) hours per week total for all problem handling on the shift.

Section 4. It is understood that the work and service provided by employees in the appropriate unit are the primary concern of PSU. Requests for absence on KAPE business will be evaluated by the supervisor in light of the steward's and employee's assigned work and conditions existing at the time. Stewards and employees must remain in contact with the dispatcher during all times, and they may not ignore or postpone the performance of required duties.

Section 5. Stewards and employees must request and receive permission from their immediate supervisor to be relieved from duty to discuss a problem. Individuals must report back promptly when their KAPE functions are completed. If the supervisor feels the steward and employee cannot be excused at the requested time pursuant to Section 4, the supervisor will indicate the time when they may be excused.

Section 6. Before attempting to act on any problem on behalf of an employee, the steward will insure that the matter has been discussed with the immediate supervisor, or upon request of the employee, the steward may be present when the matter is discussed between the employee and the supervisor.

Section 7. The Chief Steward shall be responsible for monitoring time used by the stewards and alternates. The Chief Steward shall prepare a monthly report summarizing total hours used by all stewards and alternates on a weekly basis. This report shall be forwarded to the Director of University Police.

Section 8. The function of the Chief Steward is to represent KAPE officials in their absence and to give advice and assistance to line stewards. When requested to do so by an employee, line steward and/or KAPE official, the chief steward may assume responsibility for representing an employee in written grievance matters. The Chief Steward will observe the procedures in this section.

Section 9. It is agreed that the time off during working hours granted to stewards will not be used for discussing any matters connected with the internal management and operation of KAPE; the collection of dues or assessments; the solicitation of memberships, campaigning for elective office in KAPE; the distribution of literature; or the solicitation of grievances or complaints.

Section 10. An employee is not obligated to discuss problems with the steward, but if such is desired, the steward is obligated to give equal attention to problems of all appropriate unit employees in the area represented.

## **Article 31. Grievance Procedure**

Section 1. PSU and KAPE agree that the adjustment of grievances for employees in the appropriate unit will be handled as outlined below.

Step 1. Oral and Informal Step. Employees with complaints, problems, or grievances shall promptly discuss them with their immediate supervisor. If the problem cannot be resolved by the employee and supervisor, or if the employee cannot discuss it with the supervisor, the employee may then take the complaint to the next higher supervisor in the organizational chain. If technical assistance or advice is needed, the Director of Human Resource Services is available to help. If an employee feels that the problem has not satisfactorily been resolved despite compliance with the Oral Grievance Procedure, they may then use the Formal Grievance Procedure.

Step 2. Formal Grievance Procedure. The employee will complete the Written Grievance Form according to the instructions included with the form. The written grievance form must be submitted to the Director of University Police within five (5) working days after his or her final contact with the individual. Within five (5) working days of the receipt of the grievance, the Director will call the employee into his or her to provide an opportunity to discuss the grievance. The Director's response will be written on the Grievance Form. A copy of the form will be provided to the employee within five (5) working days of the conference.

Step 3. If the employee is not satisfied with the answer received from the Director of University Police, he or she may request a hearing before the Disciplinary Appeals and Grievance Board. The request must be submitted to Human Resource Services within five (5) working days after the response from the Director of University Police. The committee will consist of five (5) employees, one (1) of which will be recommended by the KAPE local president. The Board will hear the grievance following University policy. At the conclusion of the hearing, the Board will prepare a report to send to the appropriate Vice President or Department Head (President's Division) within seven work days after the hearing. The appropriate Vice President or Department Head (President's Division) then notifies the employee in writing of the Board's decision within five work days.

Step 4. If the employee is not satisfied with the Disciplinary Appeals and Grievance Board report, the employee may appeal to the appropriate Vice President or Department Head (President's Division) or to the President. The appeal is to be made within five (5) working days after receiving the Disciplinary Appeals and Grievance Board report. If the appeal is to the appropriate Vice President or Department Head (President's Division), the Vice President or Department Head will review the matter and respond within seven (7) working days. If the appeal is to the President, the President will decide within seven (7) working days whether to consider the matter. The President will inform the employee whether the complaint will be reviewed. If the President reviews the appeal, he or she will inform the employee of the decision within ten (10) working days. The President shall make the final decision for the University.



Section 2. PSU believes in and will continue to use the concept of progressive discipline. It is recognized that the employee may have a representative of his or her own choosing at any step in the grievance.

### **Article 32. Rules and Regulations**

Section 1. General rules, policies and procedures pertaining to the performance of work and conduct of employees will be available to employees of the appropriate unit in the same manner as they are to all other university support staff employees at PSU.

Section 2. PSU agrees to bring attention to changes in the rules and regulations by posting such notices on the Human Resource Services web site.

Section 3. Kansas Board of Regents Policies, applicable State of Kansas Statutes and Regulations, PSU Policies, Procedures and Directives will be observed by all employees, including those represented by KAPE, unless otherwise provided in this Agreement. Neither PSU Policies, Procedures and Directives nor the KAPE Agreement may supersede state and federal laws and regulations.

### **Article 33. Bulletin Boards**

Section 1. PSU and KAPE agree that a bulletin board will be designated for the use by KAPE for posting official notices of KAPE meetings and other KAPE functions.

A bulletin board will be provided by PSU in the police officer's squad room.

KAPE agrees:

- (a) that use of bulletin boards shall be limited to notice of meetings, notice of elections of officers, and other association business unless prior approval is requested and granted by the Director of University Police or a designated representative. Such approval shall not be unreasonably denied.
- (b) to accomplish all posting of new notices and removal of obsolete notices.
- (c) to insure that all notices are signed by an officer of KAPE or an officer of the Local.

## **Article 34. KAPE Representatives**

Section 1. Representatives of KAPE accredited to PSU in writing by the Association shall be permitted to come on the premises of PSU to represent employees, and to investigate and discuss grievances or alleged violations of the Memorandum of Agreement with the shop steward and the employees in the appropriate unity they represent. Representatives must first obtain authorization from the PSU Director of University Police or a designated representative before meeting with a steward or employee. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If the visit occurs at a time when the Director or designated representative is not available, then the KAPE Representative shall notify the Director as soon as feasible after the visit.

Section 2. KAPE representatives and/or officials shall work through their shop stewards to bring concerns of employees in the appropriate unit to the attention of supervisors and/or University officials.

Section 3. When KAPE representatives and officials visit the campus in accordance with Section 1 to investigate and/or discuss matters of serious allegations, the KAPE representatives shall notify the Director of University Police, and the University will provide a meeting place and arrange a release time for the employee(s) and the designated Line Steward to attend the meeting. Such meetings shall be limited to resolving the particular issue.

## **Article 35. Check-Off of KAPE Dues**

KAPE agrees that check-off of membership dues, as authorized by K.S.A. 75-5501(b), will be in accordance with the payroll deduction program, and any subsequent changes, developed by the Division of Accounts and Reports, Department of Administration.

## **Article 36. Use of Facilities**

Section 1. PSU agrees that its facilities shall be available for KAPE functions in accordance with established reservations and use policies.

Section 2. Reservations for meetings and special events in University buildings, with the exception of the Overman Student Center or Cecil & Eva C. Wilkinson Alumni Center, shall be made through the PSU Director of Human Resource Services.

Section 3. KAPE agrees not to call or conduct meetings during the regular work shift or at times that would interfere with the normal completion of employees' duties.

Section 4. KAPE will provide PSU with notice of a scheduled or special meeting and a request for the use of PSU facilities at least 48 hours in advance of the meeting if possible.

## **Article 37. Safety**

Section 1. Safety is of mutual concern to PSU and KAPE on behalf of the employees in the appropriate unit. KAPE will cooperate with the University in encouraging employees to observe applicable safety rules and regulations and to attend safety meetings when held by the employer to inform employees on safe work habits and safety rules. Every reasonable effort will be made to comply with applicable federal, state, and local safety laws, rules and regulations. All employees shall be alert to any unsafe conditions and promptly report such to their supervisor.

Section 2. The employees will be notified of all potentially hazardous/toxic materials known to PSU before the employee is required to complete assigned job duties with such materials. No employee will knowingly be required to work with faulty or unsafe equipment and tools which poses a threat of serious injury or death to the employee.

Section 3. Supervisors shall see to the prompt investigation and correction of unsafe conditions. If the supervisor is unable to correct the condition, it shall be referred to the Director of University Police. In the event the unsafe condition is not corrected, the employee may take the matter to the University Safety Committee as provided in section 4(a), below. The Safety Committee shall promptly investigate the unsafe condition and give the employee and the Director of University Police a written answer as to the disposition of the matter.

Section 4(a). The President of the PSU KAPE chapter shall maintain a seat on the PSU Safety Committee. Employees in the appropriate unit shall have access to the Safety Committee through the KAPE chapter President serving on the committee.

## **Article 38. Pay Plan**

Section 1. Effective July 1, 2014, wages for employees in the appropriate unit shall be according to the University Support Staff policy approved by the Kansas Board of Regents on March 12, 2014.

Section 2. Upon request, information pertaining to the current wage rates for classes in the appropriate unit, and any subsequent changes thereto, shall be made available by the PSU Director of Human Resource Services to KAPE officials and stewards.

Section 3. Officers and their families shall have use of the Weede Center at no charge during those times designated for use by employees and their families.

Section 4. Officers who are regularly assigned to a work schedule which falls in whole or in part outside the hours of 6:00 a.m. to 6:00 p.m. shall be paid a shift differential of thirty (\$0.30) cents per hour for all hours of the scheduled shift.

The shift differential shall not apply to leaves of absence with pay or to holiday compensation, but shall apply in calculating the "regular rate of pay" for overtime purposes consistent with the Fair Labor Standards Act.

Section 5. The KAPE and the management meet and confer teams jointly agree to recommend to the Director of the Division of Personnel Services that an executive directive be prepared and forwarded to the Division of Budget and the Governor to authorize a retention incentive bonus of 12.5% percent of the pay of commissioned officers in the appropriate unit. The proposed effective date for this increase is June 18, 2006. The continuation of the retention incentive bonus will be contingent upon the documentation of need.

## **Article 39. Equipment**

Section 1. PSU agrees to provide police uniforms with appropriate badges and identification as follows:

- Five (5) blue short-sleeve shirts
- Five (5) blue long-sleeve shirts
- Five (5) navy slacks
- One (1) winter coat
- One (1) light duty jacket
- One (1) duty belt, holster, and other appropriate leather
- One (1) badge
- One (1) nameplate
- One (1) Glock Model 22, .40 caliber handgun
- One (1) portable radio
- One (1) flashlight
- One (1) pair handcuffs

Uniforms shall be replaced as needed at no cost to the officer. Worn out uniforms shall be turned in at time of replacement on a one for one basis.

Section 2. An officer shall wear only such uniform as prescribed and furnished by the Department. An officer shall consider his or her uniform and his appearance representative of the Department and is required to maintain them in reasonable and acceptable manner, which is interpreted to include uniforms kept clean and pressed, shoes and other leather kept polished, and brass kept clean and polished. Personnel of the Department will be expected to present a neat, well-groomed appearance at all times while performing their duties.

All officers will wear the blue uniforms consisting of the following: black shoes, navy blue pants, and blue shirts. All identification pieces such as name tags, badges, and department emblems are to be worn on the outer uniform garment; the shirt in warm weather, the jacket in inclement weather. A firearm and walkie-talkie will also be considered uniform.

Department issued emblems will be considered uniform and officers wearing the blue uniform are expected to display the following emblems: name tag and badge and department identification patch.

Section 3. All police vehicles shall be equipped with a first aid kit and usable lock out tools. Each officer is responsible for notifying his or her supervisor at any time a first aid kit is, or lock out tools are, determined to be missing, damaged, or in any way unusable.

Section 4. PSU agrees to provide each officer with sixty-one (61) rounds of factory ammunition every six (6) months. This will be the only ammunition approved for duty use and at no time will any officer carry duty ammo over six (6) months old. Practice ammunition will be provided in reasonable numbers.

Section 5. All police patrol vehicles shall be properly marked as emergency vehicles.

Section 6. Employees in the appropriate bargaining unit may request in writing specific topics and programs for training at PSU. Such requests shall be forwarded to the Director of University Police.

Section 7. The University shall provide one (1) personal protection (bulletproof) vest for each unit member. The University shall abide by the manufacturer's recommendations for replacement of the vests. Unit members are required to wear the vest at all times while on duty unless the unit member(s) sign a Waiver of Liability/Covenant Not to Sue as provided by the University. Failure to wear the vest while on duty or sign the Waiver will result in disciplinary action up to and including termination of employment.

Section 8. The University agrees to purchase one or more "intermediate" weapons for each unit member. KAPE will make recommendations to the Director of University Police who will select the intermediate weapon(s). Each unit member must complete required training in the use of the intermediate weapon before such weapons may be carried while on duty.

#### **Article 40. Impasse**

If an impasse in the meet & confer process is declared by either party, the parties will follow the steps outlined in K.S.A. 75-4332.

#### **Article 41. No Strike or Lockout**

Section 1. KAPE agrees that during the life of this Agreement KAPE, its agents, or its appropriate unit members individually or collectively, directly or indirectly, will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, or picketing while on duty, or participate in a strike against the University. Strike means an action taken for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment, through the failure by concerted action with others to report for duty or to work at usual capability in the performance of the normal duties of employment.

Section 2. KAPE recognizes that in the event of a work stoppage, KAPE has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage.

Section 3. PSU, its administration and management, employees, individually or collectively, directly or indirectly, agree not to authorize, instigate, aid or engage in any lockout of employees in the appropriate unit. Lockout means action taken by the University to provoke interruptions of or prevent the continuity of work normally and usually performed by the employees, for the purpose of coercing the employees into relinquishing rights guaranteed by the provisions of K.S.A. 75-4321, et seq.

#### **Article 42. Savings Clause**

Should any provision of this Agreement be declared by the proper judicial authority or the Kansas legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. Any provision of this Agreement which is based upon any statute, whether federal or state, all or in part, either directly or indirectly, shall be construed to conform to the statute upon which the provision is based; such construction is to apply as the statute is presently worded or as the statute may be amended or changed.

#### **Article 43. Approval of the Board of Regents, Department of Administration, State Finance Council, and the Legislature**

It is agreed by and between PSU and KAPE that this Memorandum of Agreement shall be submitted to the Board of Regents for approval or rejection. If approved by the Board of Regents, it shall be submitted to the Department of Administration for approval or rejection. It shall also be submitted to the State Finance Council or its appropriate successor if required by law.

Further, the parties agree that any provision of this Memorandum of Agreement which requires passage of legislation for its implementation shall be submitted to the Legislature at its next regular session.

If this Agreement is approved by all required parties, it shall be implemented to become effective at such times as the council or Legislature, as the case may be, specifies, and in the manner prescribed by law.

**Article 44. Duration and Termination**

Section 1. This Memorandum of Agreement, once approved by KAPE and the employer as required by law, shall become effective on the first day of the month following such approval.

Section 2. When approval is obtained, this Agreement shall remain in effect to March 1, 2010.

Section 3. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to March 1, 2010, or any March 1, thereafter that it desires to modify or terminate this Agreement, as the case may be. If notice of desire to modify 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 after said notice is received.

_____ PSU Director of Budget & HRS	_____ Date	_____ KAPE Local Negotiator	_____ Date
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_____ PSU Vice President Administration & Campus Life Appointing Authority	_____ Date	_____ KAPE Local Negotiator	_____ Date
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_____ PSU President	_____ Date	_____ KAPE President	_____ Date
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_____ Chair Kansas Board of Regents	_____ Date
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_____ Secretary Department of Administration	_____ Date
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Pittsburg State University  
**Summary of Modifications to the  
2007 PSU and AFT-Kansas University Police Officers  
Memorandum of Agreement (MOA)**  
April 2, 2014

*In February, 2014, classified employees voted in favor of converting from State of Kansas Civil Service to University Support Staff (USS) effective with the start of Fiscal Year 2015. Conversion was approved by the Kansas Board of Regents on March 12, 2014. With the movement from Civil Service, PSU will now be responsible for decisions previously made at the state level. PSU currently has an agreement with AFT-Kansas and University Police Officers. PSU is requesting unilateral approval of the following modifications to the current MOA to implement changes that will be applied to PSU USS employees who are not covered by an MOA. These modifications recognize the transfer of authority and responsibility from the state level to the local level as well as enhancements effective with the conversion to USS.*

1. Due process rights and disciplinary actions will be administered according to the USS policy approved by KBOR on 3/12/2014, pages 47 – 52.
  - a. See MOA Article 27 – Length of Service.
  - b. See MOA Article 31 – Grievance Procedure.
2. Total time credited for Length of Service will include classified and university support staff service. See MOA Article 27 – Length of Service.
3. Personnel files will be maintained following University policy approved by KBOR on 3/12/2014, page 38. See MOA Article 18 – Personnel Records.
4. Holiday credit (the paid time for a holiday when it is not worked) does count toward the calculation of overtime eligibility for non-exempt employees. See MOA Article 6 – Work Week and Overtime, Section 2.
5. Wages for unit members shall be determined according to the USS policy approved by KBOR on 3/12/2014, page 18. See MOA Article 38 – Pay Plan, Section 1.
6. Meetings or requests for information will involve the appropriate Vice President or Department Head (President's Division) instead of the Appointing Authority as follows:
  - a. Requests for personnel file information. See MOA Article 18 – Personnel Records, Section 8.
  - b. Requests to use sick leave instead of vacation leave and denial of the use of sick leave if employee does not provide proof as requested. See MOA Article 11 – Leave – Sick Leave, Section 1(f).
  - c. Requests for leave without pay for more than 30 days. See MOA Article 16 – Leave Without Pay.
7. Performance Reviews and Appeals will be administered following University policy approved by KBOR on 3/12/2014, page 41. See MOA Article 25 – Performance Reviews and Appeal.
8. Promotion and Vacancies will be administered following University policy approved by KBOR on 3/12/2014, page 8 and 10. See MOA Article 26 – Promotion and Vacancy Procedures.
9. General rules, policies and procedures will be administered following University policy approved by KBOR on 3/12/2014. See MOA Article 33 – Rules and Regulations.

*John D. [Signature]*  
4/2/14  
*Raf [Signature]*  
4/23/14