

MEMORANDUM OF AGREEMENT

Between

**State of Kansas
University of Kansas - Lawrence Campus**

and

Kansas University Police Officers Association

2020

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Memorandum of Agreement entered into on _____, 2020, between the State of Kansas, University of Kansas, hereinafter referred to as the "University," and the Kansas University Police Officers Association, hereinafter referred to as the "Employee Organization."

ARTICLE 1. RECOGNITION

The University recognizes the Employee Organization as the exclusive representative of employees in the appropriate unit for the purpose of meeting and conferring. Appropriate unit shall INCLUDE employees of the Public Safety Office in position classifications listed below holding full-time and part-time appointments and appointments not serving in a probation status but shall EXCLUDE supervisory employees and confidential employees.

Position Classifications in Appropriate Unit shall be:

- Police Officer
- Police Investigator
- Security Officer

ARTICLE 2. MANAGEMENT RIGHTS

This agreement is not intended to circumscribe or modify the existing right of the employer to manage and operate its facilities, direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the respective agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees because of lack of work or other legitimate reasons; take actions as may be necessary to carry out the mission of the agencies; and to determine the methods, means and personnel by which operations are to be carried on. The foregoing enumeration of the right of the employer shall not be determined to exclude other rights granted by state or federal law or by the constitution of Kansas or the United States, which may be exercised during the term of this agreement.

Further, this memorandum of agreement is not intended to supersede any subject covered by federal or state law, or the authority and power of the Board of Regents, personnel board, or personnel agency or its agents established by statute, ordinance or special act.

ARTICLE 3. EMPLOYEE ORGANIZATION MANAGEMENT COOPERATION

Section 3.a.

The Employee Organization and the University agree that they will not singly, or collectively, coerce, intimidate, or otherwise force any employee to join or not to join the Employee Organization.

Section 3.b.

It is agreed by the Employee Organization and the University that, as governed by all pertinent Federal and State laws, regulations and directives, there will be equal opportunity and encouragement to applicants for Employee Organization membership or employment in the appropriate unit to secure and hold Employee Organization membership or employment in any field of work for which they are properly qualified, without discrimination on the basis of race, color,

ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression and genetic information.

Section 3.c.

The Employee Organization agrees to cooperate with the University in enforcing strict observance of all terms, provisions, and agreements herein contained.

ARTICLE 4. NO-STRIKE OR LOCK-OUT

Section 4.a.

During the life of the Agreement the employee organization, its agents or its appropriate unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sick-out, refusal to work, unlawful picketing or strike against the University. The employee organization also agrees that there shall be no picketing while on duty or in uniform.

Section 4.b.

The University agrees that there will be no lock-out of employees in the appropriate unit as a result of a labor dispute.

ARTICLE 5. CAREER ADVANCEMENT/SALARY & WAGES, TRAINING & OTHER COMPENSATION

Section 5.a.

Employees in this unit shall be compensated in accordance with applicable statutes and executive directives of the Governor and in accordance with policies established through the authority of the University of Kansas and/or the Kansas Board of Regents.

Section 5.b.

The University and the employee organization agree that continuing training is necessary to maintain the professional standards and law enforcement certifications. The employer shall provide the training required to ensure that the employees can maintain those professional standards and certifications. The employee organization agrees that the employer shall determine which trainings are voluntary to attend and which are mandatory to attend due to statutory requirements or identification by the department of a topic necessary for the efficient operation of the department. The parties also agree that flexibility in scheduling within the context of a ten (10) hour work shift and within a forty (40) hour work week is allowed in order to meet the training needs to comply with regulations as long as the staffing needs of the University are met.

Section 5.b.1.

Unit employees will be compensated at their regular rate of pay for attendance at training. Time used for such training will be considered as time worked for purposes of determining eligibility for overtime pursuant to the Fair Labor Standards Act.

Section 5.b.2.

Unit employees will not be required to adjust their work schedule for time spent in non-voluntary training that occurs on their scheduled days off or at a time that is not consecutive to their work shift.

Section 5.b.3.

This section does not apply to unit employees acting as instructors of non-voluntary training.

Section 5.b.4.

For purposes of this section **non-voluntary training** is that training designated as such by the University and is characterized by the attendance of the majority of the unit employee classification (security officers or police officers).

Section 5.c.

Consecutive to the work shift shall mean any training that begins during the unit officer's work shift or one hour or less after the scheduled end of the shift; or training that ends during the unit officer's work shift or one hour or less before the beginning of the shift. The University reserves the right to modify a unit officer's work schedule to give the officer a different day off for any non-voluntary training event of eight (8) or more hours.

Section 5.d. Salary and Wages

The University and the employee organization have negotiated the minimum and maximum salaries and hourly pay as detailed in *Appendix A*. Shift differentials and longevity bonuses shall not be included in these amounts. The University ascribes to the principle of merit-based pay. Wage increases for eligible covered employees are based on merit/performance. In order to qualify for a merit/performance increase, eligible covered staff will be required to have a current overall annual performance rating of satisfactory or higher. Qualification for merit increases will be bound by criteria set forth by the University. Nothing herein shall be construed as a guarantee that a merit increase pool will be available.

Section 5.d.1.

Over the course of the duration of the MOA, at the discretion of the University and with the availability of funding, the University, without meeting and conferring with the Union, may award additional compensation to individuals for skill enhancements, performance incentives, and for the assignment of additional and/or more complex job duties.

Section 5.d.2

Over the course of the duration of the MOA, without the necessity of meeting and conferring with the Union, at its discretion and when funds are available, the University may make periodic changes to increase salaries. Any resulting salary increases authorized for covered employees will be dependent on availability of funds. Before any changes to the salary structure become effective, the University will allow the Union an opportunity to provide input.

Section 5.e. Wage advancement

Section 5.e.1.

The compensation rate for employees hired for the position of Police Officer will have a starting pay based on a pay matrix in **Appendix B**. After passing an initial probation, a Police Officer will receive a one percent (1%) pay raise effective on the first full pay period after completion of probation. Police officers who have already completed probation will receive a one percent (1%) pay raise, effective the first full pay period after the complete approval of this agreement. Police officers employed on the approval date of this agreement will receive pay raises of one percent (1%) in FY2021, two percent (2%) in FY2022 and three percent (3%) in FY2023, effective on the first full pay period after their anniversary date of their completion of probation. Police officers hired during the FY2021 - FY2023 time period will receive increases starting at one percent (1%) in their first fiscal year following probation, and two percent (2%) in their second, if applicable.

Section 5.e.2.

The compensation rate for Security Officers will have a starting pay based on a pay matrix in **Appendix C**. All Security officers will have a minimum salary of \$30,000 per year. After passing an initial probation, a Security Officer will receive a one percent (1%) pay raise starting the first full pay period after completion of probation. Currently employed security officers who have five (5) years of service or more at KU as a security officer on the effective date of this agreement will be provided a one-time one percent (1%) compression adjustment effective on the second full pay period after the effective date of this agreement.

Section 5.f. Higher Education

As employees attain degrees, they shall receive wage increases which scale with base pay. Upon demonstrating proof of higher education from an accredited institution of higher education, employees in this unit are entitled to raises on the following scale:

- + 0.15% for an associate degree or honorable military discharge
- + 0.2% for a B.A./B.S.
- + 0.3% for more than a B.A./B.S.

Wage increases for higher education shall be treated as a step increase and not stacked upon each other.

Section 5.g. Shift Differential

A shift differential of fifty cents (\$0.50) will be paid for work between the hours of 6 p.m. and 6 a.m..

ARTICLE 6. WORK PERIODS

Section 6.a.

The work week for Unit Employees will be seven (7) calendar days and overtime will be paid, or compensatory time credited for all hours worked over forty (40) in the work week. The work week will run from 0001 hours Sunday to 2400 hours on Saturday.

Section 6.b.

Section 6.b.1.

In lieu of paying a unit employee at the time and a half rate for hours worked in excess of the forty (40) hour per week overtime threshold, the University may grant compensatory time credit, at the rate of one and a half (1 ½) hours for each hour of overtime worked. Time worked and credits earned during a work week as a result of working more hours than would normally be scheduled for a given day may, at the option of the University, be reduced by scheduling the employee off during the balance of the work week. However, compensatory time earned on special events and paid for by the Affiliated Corporations may not be reduced without the agreement of the employee.

Section 6.b.2.

Whenever possible, compensatory time off will be scheduled at least one (1) week in advance with Supervisory approval. Compensatory time off requested by an employee will not be unreasonably denied.

Section 6.c.

The University will promote the policy of providing Unit employees, whenever possible, with two (2) weeks' notice [fourteen (14) calendar days] for schedule events involving temporary changes in employees' work shifts.

Section 6.d.

At the end of each workweek each Unit employee will be given the choice of being paid overtime or receiving equivalent compensatory time credits for time worked in excess of forty (40) hours. Whenever circumstances permit, each employee's choice will be honored. However, whenever circumstances such as inadequate staffing, or budgetary constraints render a choice impracticable, the University may, at its election, prescribe which method of payment is to be used.

Section 6.e.

Section 6.e.1.

In as far as practicable, Patrol Unit Police Officers will be scheduled for four ten (10) hour work days per work week. Unit employees on eight (8) or ten (10) hour shifts are considered to be on duty during the entire shift and remain subject to dispatch at all times. Canine Officers will be assigned to five eight (8) hour days on either B or C shift. Canine Officers may be assigned to four (4) ten (10) hour work days on any shift in the event of emergency circumstances as determined by a Patrol Unit Supervisor.

Section 6.e.2.

Detectives and any officers assigned to Community Service will, within the work week, normally be scheduled for five (5) eight (8) hour work days with an unpaid hour lunch period each day, or four (4) ten (10) hour days, with no unpaid lunch hour, at the discretion of the Unit supervisor.

Section 6.e.3.

Security Officer will be scheduled on either eight (8), eight and a half (8 ½), or ten (10) hour day shifts, evening or night shifts based on the needs of the University departments being served. Employees assigned to eight (8) or ten (10) hour shifts will be on duty during the entire shift. A thirty (30) minute unpaid lunch period is required for employees on eight and a half (8 ½) hour shifts. If Security Officers are permanently moved to a different shift, they will be notified one (1) month in advance except in emergency circumstances. Security Officers may be temporarily moved to a different shift to meet the staffing needs of the University.

Section 6.f. Outside Employment Policy

The nature of law enforcement/security duties requires unit employees to have the ability to work irregular duty schedules which are subject to change in meeting deployment needs. Additionally, it is necessary that all unit employees have adequate rest to be alert during their tours of duty.

For the above reasons and because certain occupations and activities inherently conflict with the unit employee's primary responsibility to the Department, the Department reserves the right to restrict or impose conditions on any outside employment. The Department also reserves the right to restrict or impose conditions on volunteer commitments to the extent the volunteer commitments could conflict with the best interests of the Department.

Section 6.f.1. Notification to the Chief of Police

Prior to accepting any outside employment, unit employees will notify the Chief of Police in writing of the phone number, location, nature, and schedule of the employment requesting the Chief of Police's approval. The Chief of Police will approve or deny each request in writing.

Section 6.f.2. Volunteer Commitments

Prior to accepting volunteer commitments (if such volunteer commitments involve performance of police or security duties or performance of other functions similar to the duties the employee performs for the Department), unit employees will notify the Chief of Police in writing of the phone number, location of such volunteer commitment, the nature of the volunteer commitment, and the schedule of the volunteer commitment requesting the Chief of Police's approval. The Chief of Police will approve or deny each request in writing.

Section 6.f.3. Use of Department Equipment

No equipment issued by, belonging to, or identified with the Department will be used in outside employment or volunteer commitments, including uniforms, equipment, accessories, patches, weapons, commission and badges issued by the Department. While performing outside employment or volunteer commitments, employees shall refrain from identifying themselves as employees of the Department, the University of Kansas or the State of Kansas or in any way representing that they are acting in the capacity of an employee of the Department, the University of Kansas or the State of Kansas.

Section 6.f.4. Employee Responsibility

It shall be the responsibility of the employee to ensure that sufficient rest time is acquired prior to returning to duty. Employees shall not engage in any employment, activity, or enterprise, which is inconsistent, incompatible, or in conflict with the duties, functions or responsibilities in the office they hold with University of Kansas Public Safety Office.

Section 6.f.5. Notice of Liability

Any outside employment places the employee in a position of liability. If the employee is injured or sued as a result of any act or omission in the scope of his or her outside employment or volunteer commitment, neither the Department, the University of Kansas nor the State of Kansas will be able to assist in the employee's defense and neither the Department, the University of Kansas nor the State of Kansas is responsible to any third party as a result of any such act or omission.

In addition, under K.S.A. 74-4960a, the potential forfeiture of disability benefits under the employee's retirement plan may occur if the employee suffers injuries as a result of outside employment.

ARTICLE 7. UNIT ASSIGNMENTS

SECTION 7A. PATROL UNIT SHIFT ASSIGNMENTS

The staffing to be assigned to each shift shall be the exclusive right of the University. In deciding which officers are to be assigned to particular shifts, the bidding procedure outlined below shall be utilized. Prior to any action to permanently change the definition of A, B, or C shifts the University representative will meet and confer on the issue, giving the union representative as much notice as is feasible.

Prior to the decision to permanently change the definition of the normal work day the University representative will meet and confer with the union representative unless the change is dictated by budgetary constraints, which result in staffing reductions to 18 or fewer officers. For purposes of determining when staffing falls to 18 or fewer officers, all police officers and patrol unit sergeants will be included in the total number considered. In such a case, the University will give the union a minimum of thirty (30) days advance notice and agrees to meet promptly with the union representative to jointly explore alternatives to such a change. Barring alternate solutions to a change in the normal work day, the parties agree that the University may implement such a change without further obligation to meet and confer.

Section 7A.a.

Police Officers may bid for assignment to regular shift slots within the Patrol Unit. (See also *Section 7A.d.1*)

Section 7A.b.

Section 7A.b.1.

Bidding for shifts will be conducted semi-annually. The first order of assigning shifts will be from the highest point totals to the lowest point totals using the criteria listed in Section d (below) until as many officers' first choices for shift assignments have been made. The process will then be repeated for the officer's second and third choices for shift assignments. No officers will indicate as their first choice their most recently assigned regular shift on which they have served the majority of the time in each of the past two (2) bid cycles. Within a ten (10) cycle period, an officer with less than seven (7) years of experience as a police officer on the KU-Lawrence campus will be required to serve on each of the three (3) shifts (A, B, and C). Any officer with seven (7) or more years of experience as a police officer on the KU-Lawrence campus is only required to serve on each of the two (2) shifts, unless outbid by another officer.

Section 7A.b.2.

Notwithstanding the provisions identified below, at least one (1) officer with two (2) or more years of departmental police experience will be assigned to each shift or work unit when possible. Adjustments may be made to provide a balance of experience on each shift.

Section 7A.c.

Current "days off" and preferences for other "days off" will be indicated on the departmental bid form and be taken into consideration when the department assigns days off. If two (2) Police Officers indicate a preference for the same days off, which include a Saturday and/or a Sunday, the Police Officer who was last assigned preferred days off will be assigned different days off. If a further tie results, the bid score resulting from the calculation described in Section 7A.d will be used to assign days off.

Officers may request to change scheduled workdays with another consenting officer. Such requests shall be submitted to the immediate supervisor in writing, or e-mail, with signatures of both officers and within a minimum of two (two) administrative office work days before the affected work days. Those requests shall not be unreasonably denied. The immediate supervisor's decision shall be final and therefore not grievable. No voluntary change of hours among officers shall be permitted if that change would result in the accrual of overtime by either officer or would result in inappropriate staffing of the shifts.

Section 7A.d.

When filling shift slots at times other than during "shift bidding", the department will indicate the shift(s) on which there is an open slot. Shift bidding will occur at the regularly designated intervals or when the Department declares that a change in relative shift staffing levels is required. The first shift slot will be filled by the bidding process. Subsequent assignments resulting from that first shift movement will be filled by bidding or other methods as determined by the department. If no, or insufficient bid applications are received by the deadline, the officers with no or the lowest current bid point total from these shifts will be assigned to any remaining open shift slots.

Section 7A.d.1.

The point system used for shift bidding as outlined in subsection 7A.d.2. below will be based on departmental length of service in classification (adjusted for any leaves or breaks in service), most recent fully completed employee evaluation and departmental employee commendations/awards as specified by the department. The State adjusted start date will be used as a tiebreaker. The second Friday of January and July of each year will be the cut off days for all factors to be considered in each semi-annual computation. The point total for each employee will be calculated by adding the length of service, most recent evaluation and department commendations and awards.

Section 7A.d.2.

Section 7A.d.2.(a)

Departmental Length of Service = 3 points/per month

Section 7A.d.2.(b)

Last Evaluation

Unsatisfactory = -24 points

Needs Improvement = 0 points

Satisfactory = 36 points

Exceeds Expectations = 54 points

Exceptional = 72 points

Section 7A.d.2.(c)

Departmental Commendations/Awards

<u>Awards</u>	<u>Points</u>
Employee of the Year (current year)	72
Valor Award (perpetual)	54
Meritorious Service Award (perpetual)	36
Distinguished Service Award (perpetual)	27
Employee of the Quarter (current year)	18
Certificate of Commendation (perpetual)	12

Section 7A.d.3.

The bid will be semi-annual. Police Officers will be provided a departmental bid form which itemizes the criteria listed above on the second Friday of January and July. Bid forms are required to be turned into the Chief of Police, or designee, by 0800 hours on the third Friday of January and July. The results of the shift bidding process will be posted within fourteen (14) days prior to the effective date of the change. The new assignments to shift slots and days off will be in effect on the second Sunday of February and August.

Officers who do not submit bid forms on the official departmental form by the appropriate deadlines will be assigned to shift slots at the discretion of the department after all officers with bids are assigned. In extraordinary circumstances and where practicable an officer may be allowed to submit a bid after deadline.

Section 7A.e.

The bid will be semi-annual. Police Officers will be provided a departmental bid form which itemizes the criteria listed above on the second Friday of January and July. Bid forms are required to be turned into the Chief of Police, or designee, by 0800 hours on the third Friday of January and July. The results of the shift bidding process will be posted within fourteen (14) days prior to the effective date of the change. The new assignments to shift slots and days off will be in effect on the second Sunday of February and August.

Section 7A.f.

Officers who do not submit bid forms on the official departmental form by the appropriate deadlines will be assigned to shift slots at the discretion of the department after all officers with bids are assigned. In extraordinary circumstances and where practicable an officer may be allowed to submit a bid after deadline.

SECTION 7B. SECURITY UNIT SHIFT ASSIGNMENTS

Security unit employees will be notified of all vacancies in security assignments and permitted to request reassignments. Requests for vacant security assignments shall be made in writing, e.g., by email, and will be filled based on which requesting officer has the most seniority. If there are no volunteers for vacancies, the University reserves the right to adjust assignments as needed based on least seniority (*see Section 6.e.3.*).

Section 7B.a. Shift Initial Assignment and Rotation

Security Officers will be assigned days off in a rotating pattern, taking one weekend after another in a predictable order chosen and set by management, to ensure coverage, with solicited input by the officers. The Department reserves the right to set the actual shift hours and the frequency of rotation on all units based on need, client request or vacancies.

A newly hired security officer is assigned to an open shift assignment.

Currently, Security Officers rotate to the next shift in numerical order automatically every quarter. This process of rotating days off provides each security officer with the opportunity, at some point in time, of having Saturday and Sunday as days off.

Requests for use of accrued vacation leave will be granted if there is adequate staffing projected for the requested dates. Requests for use of accrued vacation leave will be approved or denied within two (2) weeks of the request's submittal.

An example of Security Officer Unit scheduling at the Spencer Art Museum (SAM), which currently includes an eight (8) hour work day and a half (1/2) hour lunch break taken midway into the eight (8) hour work day:

SHIFT	WORK DAYS	OFF DAYS	SUN	MON	TUE	WED	THUR	FRI	SAT
SA1	WED – SUN	MON - TUE	1130-2000			1200-2030	1200-2030	1200-2030	0930-1800
SA2	MON - FRI	SAT - SUN		0730-1600	0730-1600	0730-1600	0730-1600	0730-1600	
SA3	SUN - THU	FRI - SAT	0930-1800	0900-1730	0930-1800	0930-1800	0930-1800		
SA4	WED - SUN	MON - TUE	1130-2000			1200-2030	1200-2030	0930-1800	0930-1800
SA5	TUE - SAT	SUN - MON			0930-1800	0930-1800	0930-1800	0930-1800	0930-1800

SAM Initial Shift Assignment

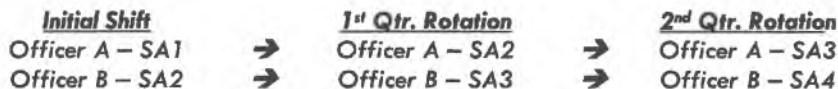
Each of the SAM security officers (i.e., Officers A, B, C, D, and E) will start in one of the five (5) shifts noted above (i.e., SA1, SA2, SA3, SA4 and SA5).

Initial Shift

- Officer A – SA1
- Officer B – SA2
- Officer C – SA3
- Officer D – SA4
- Officer E – SA5

SAM Rotation to Other Shifts

When rotation of SAM security officers occurs, the security officer rotates to the next shift in numerical order (see example below).



<u>Initial Shift</u>		<u>1st Qtr. Rotation</u>		<u>2nd Qtr. Rotation</u>
Officer C – SA3	→	Officer C – SA4	→	Officer C – SA5
Officer D – SA4	→	Officer D – SA5	→	Officer D – SA1
Officer E – SA5	→	Officer E – SA1	→	Officer E – SA2

Section 7B.b. Shift Adjustment

A security officer's shift may be adjusted within reason so long as the department's needs are still being met. The department may make such changes to the security officer's shift for the length of a rotation, but after the rotation the shift would return to its original parameters.

Section 7B.c. Shift Switch

A security officer may request switching their shift with the shift of another consenting security officer. Such a request shall be submitted to the immediate supervisor in writing, e.g., by e-mail, as soon as possible. Requests to switch shifts shall not be unreasonably denied. No voluntary switching of hours/work days among security officers shall be permitted if that switch would result in the accrual of overtime by either officer or would result in inappropriate staffing of the shifts.

Temporary shift switching will be allowed as long as the switching security officers return to the shift assigned to prior to the switch.

The following is an example of shift switching by Officers B and A in the SAM Unit:

<u>Initial Shift</u>	<u>1st Qtr. Rotation</u>	<u>2nd Qtr. Rotation</u>
Officer A – SA1	Officer A – SA2	Officer A – SA3
Officer B – SA2	Officer E – SA3	Officer B – SA4
Officer C – SA3	Officer C – SA4	Officer C – SA5
Officer D – SA4	Officer D – SA5	Officer D – SA1
Officer E – SA5	Officer B – SA1	Officer E – SA2

Section 7B.d. Continuity of Current Practice

With the exception of the request for vacation leave in Section a, this article is intended to codify current practice as it relates to the shifts of security officers and is not intended to change current practices.

ARTICLE 8. STAFFING AT MAJOR EVENTS

Section 8.a.

The bargaining unit recognizes that the department is obligated to provide security services for major athletic, and non-athletic, events on campus. Except when on shift or excused as described below, all police officers and security officers are expected to work all home football games, and all police officers are expected to work all home men's basketball games. Some [approximately five (5)] security officers are assigned to work men's basketball games.

Section 8.b.

The University reserves the right to have police and security officers arrive late, leave early or miss the entirety of major events on campus if, at the discretion of the University, it is deemed necessary to provide opportunity for sufficient rest so that officers may effectively perform their duties on their regularly scheduled shifts and avoid excessive hours worked.

Section 8.c.

SEER (special event excuse request) are available for non-probationary employees who wish to be excused from working an athletics event. SEER days will be available in the amount of one (1) per basketball season and one (1) per football season and do not accumulate.

SEER days must be requested, in writing, to a supervisor as soon as possible before the event. Written approval or denial will be provided to the employee. SEER days will be granted on a first come first-served basis, with years of service to be used as a tie breaker in the event of a simultaneous request.

Approval and denial of requests will be based on staffing numbers expected during the specific event that was requested by the employee. Approval and denial of requests will be at the discretion of the Chief/Deputy Chief/Assistant Director.

ARTICLE 9. CALL-IN

Call-in occurs when an employee, who has already left the premises following a scheduled work period, is asked to return to work before the employee's next scheduled work period due to unforeseen reasons.

Call-in for reasons other than to maintain shift coverage, will be paid actual hours worked, with credit up to two (2) hours, or actual hours worked up to three (3) hours. Actual hours worked over three (3) hours may be adjusted within the forty (40) hour work week, if possible.

Call-in to maintain shift coverages may be adjusted within the forty (40) hour work week, if possible.

ARTICLE 10. COURT/HEARING TIME

Employees shall receive the applicable rate of pay for all time spent in criminal court, civil hearings, or University disciplinary hearings, which result from their official duties. Required appearances in court or hearings other than during scheduled working hours will be paid actual hours worked, with credit up to two (2) hours, or actual hours worked up to three (3) hours. Actual hours worked over three (3) hours may be adjusted within the forty (40) hour work week, if possible. Lunch breaks taken by the court, or hearing officials, will be either off the clock, or the employee will return to the department and advise a supervisor of availability for duty during the break. Employees will remain on the clock for lunch breaks taken by courts or hearings held outside Lawrence.

ARTICLE 11. BEREAVEMENT LEAVE

Staff may be granted bereavement leave with pay upon the death of a close relative, the death of a qualified adult, or the death of a close relative of a qualified adult. Factors of relationships and

necessary travel time will be considered in determining the proper amount of time that will be granted, not to exceed six (6) working days per occurrence. Bereavement leave may be granted in cases where a death affects other relatives or the relatives of qualified adults. Requests for bereavement leave will be acted upon by the department head. Individuals may contact Human Resource Management with any questions or concerns regarding the application of this policy. Temporary employees are not eligible for bereavement leave.

A close relative is an individual related by blood, marriage or adoption having a close relationship with a staff member or with a qualified adult.

A qualified adult is an individual (other than a close relative, employee, or tenant) who has a committed personal relationship with and shares a common domestic life with a staff member and has done so for the previous six (6) continuous months.

ARTICLE 12. DEPARTMENT ISSUED WEARING APPAREL

Section 12.a. Footwear

Section 12.a.1.

The department will issue two (2) pairs of footwear [one (1) of boots and one (1) of another style approved by the department to all unit employees]. Footwear which needs replacement may be turned in to the department for exchange.

Section 12.a.2.

Cleaning and maintenance of departmentally issued footwear is the responsibility of each employee. Only departmentally approved or issued footwear may be worn when on uniformed duty. Personal use of such footwear is prohibited.

Section 12.b. Cleaning of Personally Owned Plain Clothes

The University will provide dry cleaning or laundry service for personally owned dress shirts, dress pants, sport coats, overcoats, suits or ties worn on duty by detectives.

Section 12.c. Police Identification Jackets

The department will issue police identification jackets to all University Detectives. Jackets will be returned to the department for replacement when they become unserviceable or worn out.

Section 12.d. Uniforms

To promote a reasonable person's ability to determine if an employee is a police officer or a security officer, their uniforms shall be distinct from one another. The University reserves the right to select uniform design elements and to assign different uniforms to officers based on their assignment. Officer opinions on uniform designs will be solicited.

Section 12.e. Headgear and Helmets

Officers will be given the option to wear helmets during hours of darkness while on traffic assignments during special events unless specifically directed by the Chief or his designee. Officer opinions on helmet designs will be solicited.

Section 12.f. Canine Equipment

The department will provide canine handlers two (2) short sleeve t-shirts, two (2) long sleeve t-shirts, and two (2) hooded sweatshirts. The use of the provided t-shirts and sweatshirts will be limited to canine training only. Personal use of the shirts is prohibited.

Section 12.g. Damage to Personal Property

Any reimbursement for personal property damaged during the scope of employment will be made in accordance with K.S.A. 46-922 *et seq.* and/or Workers' Compensation procedures as now in effect or as amended. Human Resource Management will serve as a contact point in utilizing this process.

ARTICLE 13. BULLETIN BOARDS

Section 13.a.

The University shall designate space on the Public Safety Office Bulletin Board of at least twenty (20) inches in width and twenty-five (25) inches in height for the use by the Employee Organization. This space may be used by the Employee Organization solely for purpose of posting information about its meetings, appointments, election results and contact information. All notices so posted shall clearly indicate that the notice relates to activities of the Employee Organization, shall be dated, and shall not contain items that would reflect unfavorably upon the University or any employee.

Section 13.b.

Notices intended for this allotted space shall be emailed or otherwise submitted by the President or Vice President of the Employee Organization to the Chief of Police or the Chief's designee for review and approval at least two (2) business days before posting.

Section 13.c.

It shall be the responsibility of the Employee Organization to remove notices that are outdated or unauthorized. Human Resource Management, the Chief of Police, or an appropriate designee may remove outdated or unapproved notices. In the event of a third unauthorized posting by the Employee Organization, the University may revoke section 13.a of this article and cancel the privilege granted therein.

ARTICLE 14. MAIL BOXES AND UNIVERSITY EMAIL

Section 14.a.

The University shall permit the use of Public Safety Office mailboxes for the receipt of a limited amount of mail from the Employee Organization to its members. Department equipment and supplies may not be used in the production or distribution of this mail. Such Employee Organization mail is not to be purposely opened, read or discussed by members during work time and is not compensable work time.

Section 14.b.

Officers of the Employee Organization will be permitted to use KU email for the purpose of notifying employees covered by this Agreement of Employee Organization meetings, appointments, election results and contact information. It also may be used by such Officers for the purpose of communicating with KU Human Resource Management regarding this Agreement, including for purposes of meeting and conferring. The time conducting Employee Organization business by email is not compensable work time. All such email use shall be subject to University policies. Nothing in this provision shall limit the ability of Officers of the Employee Organization to use private email accounts on their non-work time for Employee Organization business.

Article 15. Grievance Procedure

Section 15.a.

A grievance is "a statement of dissatisfaction by a public employee, supervisory employee, employee organization or public employer covering interpretation of a memorandum of agreement or traditional work practice." Employees may not grieve discharge, discipline or employee evaluations under the procedure in this section. Instead, they shall use procedures already applicable to USS employees and as set forth in Section 15.b. Consistent with those procedures, probationary employees may not grieve or otherwise appeal discharge, discipline, or employee evaluations. All grievances should be resolved informally and at the lowest possible level. However, if informal resolution is not possible, the grievance will be settled in the steps outlined below.

Step 1

The employee(s) must provide notice of the formal grievance to the employee's immediate supervisor within ten (10) calendar days of its occurrence. The grievance shall be in writing and shall contain a statement of the facts underlying the complaint and specify the MOA provision or traditional work practice allegedly violated. The grievance shall also identify the relief sought. The supervisor shall then attempt to adjust the matter and shall respond to the employee(s) within ten (10) calendar days.

Step 2

If the grievance has not been settled in Step 1, the employee(s) may appeal, in writing, to the Chief of Police within ten (10) calendar days after the response from the Supervisor in Step 1

above is due. The Step 2 appeal must include a copy of the original grievance submitted in Step 1 and the response, if any, from the supervisor. The Chief may hold an informal meeting to obtain information regarding the grievance and shall respond to the grievant(s) within ten (10) calendar days.

Step 3

If the grievance has not been settled in Step 2, the employee(s) may appeal, in writing, to the KU Office of Human Resource Management within ten (10) calendar days after the response from the Chief in Step 2 above is due. The Step 3 appeal must include a copy of the original grievance and appeal submitted in Step 1 and Step 2 and the responses, if any, from the supervisor and the Chief. The Vice Provost of Operations or HRM designee may hold an informal meeting to obtain information regarding the grievance and shall respond to the grievant(s) within ten (10) calendar days. The decision by the Vice Provost of Operations or HRM designee shall be the final agency action, and there shall be no further appeal within the University.

Section 15.b. Appeal of Dismissal, Suspension, or Demotion

Section 15.b.1.

When an employee is proposed for dismissal, suspension, or demotion, the employee has a right to meet with a representative of Human Resource Management to discuss the proposed action by replying in writing, appearing in person, or both, in the timeframe offered. An employee who has completed the current probationary period may also appeal a dismissal, suspension, or demotion to the University's Disciplinary Action Hearing Board within fourteen (14) calendar days after the effective date of the disciplinary action.

Section 15.b.2.

The Employee Organization will nominate three (3) KU employees covered by this Agreement who are able to serve on the Disciplinary Action Hearing Board. Stewards are ineligible for service on the Disciplinary Action Hearing Board because their involvement would not be impartial and would represent a conflict of interest. The Provost will appoint one (1) nominee as a regular member of the Board and one as an alternate. Both will receive Board training provided by the University. The Union designee will only participate in those hearings which affect KU employees covered by this Agreement and will in all other ways comply with the University's Guidelines for Disciplinary Action Hearing Board for University Support Staff. Lack of an Employee Organization designee will not delay the convening of or proceedings of the Disciplinary Action Hearing Board. Unforeseen, urgent circumstances with the availability of an assigned Employee Organization designee may result in rescheduling the hearing.

Section 15.b.3.

At the employee's discretion, the employee may be accompanied or represented at the meeting should he/she so desire, by an Employee Organization representative or an individual of his/her choice. Should the employee wish representation outside of or in addition to Employee Organization representation, that representation will be at the employee's expense. The Governance Office must

be notified forty-eight (48) hours in advance of the meeting that the employee will have representation.

Section 15.b.4.

The appeals process for disciplinary actions shall be conducted according to the University's Guidelines for Disciplinary Action Hearing Board for University Support Staff on the Governance Office website. Questions regarding the hearing process should be directed to the Governance Office. The University will notify the Employee Organization of any changes made to the Disciplinary Action Hearing Board for University Support Staff Guidelines prior to their implementation.

<https://policy.ku.edu/provost/disciplinary-action-hearing-board-support-staff>

Section 15.c. Performance Evaluation Appeals

An employee who disagrees with the content within the employee's performance evaluation should meet with the employee's supervisor within 10 calendar days after receipt of the completed evaluation to discuss the matter informally. The supervisor should document the employee's concerns during the discussion meeting. If the employee's concerns are not resolved in the informal discussion with the supervisor, and the employee receives an overall rating of unsatisfactory, the employee may appeal the overall unsatisfactory rating by submitting an appeal form to the Department of Human Resource Management on the specified form no later than 7 calendar days after meeting with the supervisor. The appeal will proceed according to the University's USS performance evaluation appeal process.

<http://policy.ku.edu/hr/USS-performance-evaluation-appeal-process>

ARTICLE 16. PERSONNEL FILES

Section 16.a. Right to Review

Section 16.a.1.

Employees may review all records in their personnel file upon reasonable request made to their supervisor and may request copies of records in the file. Personnel files that are maintained by Human Resource Management should be reviewed with a designated representative from Human Resource Management and may not leave the office without specific authorization of the Vice Provost for Operations. Personnel files maintained by the KU PSO should be reviewed with a supervisor from the department and may not leave the office without specific authorization by the Chief of Police. Upon written authorization by the employee, the employee organization may request copies of any material in the file. Copies for the employee organization shall be charged at the rate equivalent to rates charge for requests made under the Kansas Open Records Act; copies for the employee shall be provided at no charge. Such requests may be made only once every three (3) months.

Section 16.a.2.

For purposes of this Article, "personnel file" shall mean the department personnel file and the supervisors' log, and the official personnel file maintained by Human Resource Management. Internal affairs

investigation files and other investigation files shall not be considered part of the personnel file. Files maintained for statistical analysis are also not part of the employee personnel file but may be accessible by the employee upon request.

Section 16.b. Record Entry

No document or comment may be placed in a personnel file unless the employee has been given the opportunity to review the document or made aware of the substance of the comment. Employees may add documents to their department personnel file at any time, including explanations and/or written commentary regarding other records in the file.

Section 16.c. Dispute of Information

If an employee disagrees with information contained in their personnel file, the employee may submit a written request that his supervisor amend or remove the disputed record and may submit additional information as set forth in section b.

ARTICLE 17. FORMAL PROVISIONS

Savings

Should any provision of this agreement be declared by the proper judicial authority 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 this agreement. Any provision of the 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 18. APPROVAL OF MEMORANDUM OF AGREEMENT

It is agreed by and between the University and the Employee Organization that this Memorandum of Agreement shall be submitted to the Employee Organization for approval or rejection. Approval shall be signified by the signature of an officer of the Employee Organization on the Agreement. Upon such approval the Memorandum of Agreement shall then be submitted to Management for approval or rejection through their normal approval process and, if approved, shall be implemented to become effective at such time as the State Administration or Legislature, as the case may be, specifies and in the manner prescribed by law.

ARTICLE 19. DURATION AND TERMINATION

Section 19.a. Effective Date

This Memorandum of Agreement shall become effective on the first day of the month following approval by the board of Regents, and the Secretary of Administration, except for those provision of the Agreement which state herein, or otherwise by law require the approval of the Governor, and/or Legislature.

Section 19.b. Duration

This Memorandum of Agreement shall remain in full force for two (2) years from the effective date.

Section 19.c. Renewal

The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, **between October 1 and November 1 of 2021 or any subsequent renewal year** that it desires to modify or terminate this agreement, as the case may be. If notice to modify is given, it shall contain a statement of modifications desired. Meet and Confer sessions shall then be scheduled as expeditiously as possible in order to incorporate any changes into the next succeeding agreement. All provisions of the current agreement shall be continued in force during the pendency of those Meet and Confer sessions and any subsequent ratification proceedings.

APPENDIX A - SALARY RANGES FOR JOB TITLES COVERED BY KUPOA MOA

Job Title	Plan – Grade	Annual Min	Hourly Min	Annual Mid	Hourly Mid	Annual Max	Hourly Max
Police Officer	A-10	\$47,493	\$22.83	\$59,367	\$28.54	\$71,240	\$34.25
Police Investigator	A-11	\$53,546	\$25.74	\$68,272	\$32.82	\$82,997	\$39.90
Security Officer	A-5	\$26,309	\$12.65	\$32,228	\$15.49	\$38,148	\$18.34

APPENDIX B. POLICE OFFICER HIRE PAY MATRIX

HR Salary Range	\$22.83	\$34.25
	\$47,493	\$71,240

Relevant Background = Security, dispatch, emergency management, legal, etc.

Experience	Weight	College Education	Weight	Salary/hr	Base Starting Salary/yr	
None	0	None	0	\$22.83	\$47,493	<i>Minimum Hiring Salary</i>
None	0	Some - Non CJ related	0.00075	\$22.85	\$47,529	
None	0	Some - CJ related field	0.001	\$22.87	\$47,576	
Relevant background	0.00075	None	0	\$22.89	\$47,612	
Relevant background	0.00075	Some - Non CJ related	0.00075	\$22.92	\$47,683	
Relevant background	0	Some - CJ related field	0.001	\$22.95	\$47,731	
None	0	AA	0.0015	\$22.98	\$47,803	
Relevant background	0.00075	AA	0.0015	\$23.03	\$47,910	
None	0	BA/BS	0.002	\$23.08	\$48,006	
None	0	More than BA/BS	0.003	\$23.15	\$48,150	
Relevant background	0.00075	BA/BS	0.002	\$23.21	\$48,282	
Relevant background	0.00075	More than BA/BS	0.003	\$23.30	\$48,463	
Lapsed Comm Exp	0.001	None	0	\$23.32	\$48,512	
Lapsed Comm Exp	0.001	Some - Non CJ related	0.00075	\$23.36	\$48,597	
Lapsed Comm Exp	0.001	Some - CJ related field	0.001	\$23.41	\$48,694	
Lapsed Comm Exp	0.001	AA	0.0015	\$23.47	\$48,816	
Lapsed Comm Exp	0.001	BA/BS	0.002	\$23.54	\$48,962	
Lapsed Comm Exp	0.001	More than BA/BS	0.003	\$23.63	\$49,158	
Comm Exp. < 5yr	0.0015	None	0	\$23.67	\$49,232	
Comm Exp. < 5yr	0.0015	Some - Non CJ related	0.00075	\$23.72	\$49,342	
Comm Exp. < 5yr	0.0015	Some - CJ related field	0.001	\$23.78	\$49,466	
Comm Exp. < 5yr	0.0015	AA	0.0015	\$23.85	\$49,614	
Comm Exp. < 5yr	0.0015	BA/BS	0.002	\$23.94	\$49,788	
Comm Exp. < 5yr	0.0015	More than BA/BS	0.003	\$24.04	\$50,012	
Comm Exp. > 5yr < 10yr	0.002	None	0	\$24.09	\$50,112	
Comm Exp. > 5yr < 10yr	0.002	Some - Non CJ related	0.00075	\$24.16	\$50,250	
Comm Exp. > 5yr < 10yr	0.002	Some - CJ related field	0.001	\$24.23	\$50,401	
Comm Exp. > 5yr < 10yr	0.002	AA	0.0015	\$24.32	\$50,577	
Comm Exp. > 5yr < 10yr	0.002	BA/BS	0.002	\$24.41	\$50,779	
Comm Exp. > 5yr < 10yr	0.002	More than BA/BS	0.003	\$24.54	\$51,033	
Comm Exp. > 10yr	0.003	None	0	\$24.61	\$51,186	
Comm Exp. > 10yr	0.003	Some - Non CJ related	0.00075	\$24.70	\$51,378	
Comm Exp. > 10yr	0.003	Some - CJ related field	0.001	\$24.80	\$51,584	
Comm Exp. > 10yr	0.003	AA	0.0015	\$24.91	\$51,816	
Comm Exp. > 10yr	0.003	BA/BS	0.002	\$25.04	\$52,075	
Comm Exp. > 10yr	0.003	More than BA/BS	0.003	\$25.19	\$52,387	<i>Maximum Hiring Salary</i>

Experience Factors	Weight	Educational Factors	Weight
None	0	None	0
Security background	0.00075	Some - non CJ related	0.00075
Lapsed Comm. Exp	0.001	Some - CJ related field	0.001
Comm Exp <5 yr	0.0015	AA	0.0015
Comm Exp > 5yr < 10yr	0.002	BA/BS	0.002
Comm Exp >10 yr	0.003	More than BA/BS	0.003

APPENDIX C. SECURITY OFFICER HIRE PAY MATRIX

HR Salary Range	\$12.65	\$18.34
	\$26,309	\$38,148

Experience	College Education	Base Salary/yr	Base Salary/hr	
None	None	\$30,014.40	\$14.43	<i>Minimum Hiring Salary</i>
None	Some - Non CJ related	\$30,033.91	\$14.44	
None	Some - CJ related field	\$30,063.94	\$14.45	
KU experience	None	\$30,083.48	\$14.46	
KU experience	Some - Non CJ related	\$30,122.59	\$14.48	
KU experience	Some - CJ related field	\$30,172.30	\$14.51	
None	AA	\$30,217.55	\$14.53	
KU experience	AA	\$30,282.52	\$14.56	
None	BA/BS	\$30,343.09	\$14.59	
None	More than BA/BS	\$30,423.50	\$14.63	
KU experience	BA/BS	\$30,504.12	\$14.67	
KU experience	More than BA/BS	\$30,604.78	\$14.71	
Security experience <1 to <3	None	\$30,635.39	\$14.73	
Security experience <1 to <3	Some - Non CJ related	\$30,685.94	\$14.75	
Security experience <1 to <3	Some - CJ related field	\$30,747.31	\$14.78	
Security experience <1 to <3	AA	\$30,824.18	\$14.82	
Security experience <1 to <3	BA/BS	\$30,916.65	\$14.86	
Security experience <1 to <3	More than BA/BS	\$31,029.49	\$14.92	
Security experience >3	None	\$31,076.04	\$14.94	
Security experience >3	Some - Non CJ related	\$31,142.85	\$14.97	
Security experience >3	Some - CJ related field	\$31,220.71	\$15.01	
Security experience >3	AA	\$31,314.37	\$15.05	
Security experience >3	BA/BS	\$31,423.97	\$15.11	
Security experience >3	More than BA/BS	\$31,554.38	\$15.17	<i>Maximum Hiring Salary</i>

IN WITNESS THEREOF, The University of Kansas and The Employee Organization have hereto set their hand this day of February 24, 2020.

**University of Kansas – Lawrence Campus
Lawrence, Kansas**

Julie A. Thornton 1/9/20
Julie A. Thornton, Date
Director of Employee Relations

Douglas A. Girod 2/13/2020
Douglas A. Girod, Date
Chancellor

Shane Bangerter 2/19/20
Shane Bangerter, Chair Date
Kansas Board of Regents

DeAngela Burns - Wallace 2/24/2020
DeAngela Burns - Wallace, Date
Secretary of Administration

**Kansas University Police Officers Association
KAPE/AFT- Kansas**

Brent McCall 1-9-20
Brent McCall, Date
President of KUPOA

John Haller 1-9-2020
John Haller, Date
Vice President of KUPOA

Executed pursuant to action taken by
The Board of Regents on February 19, 2020.