UNIT 6 SUPPLEMENTAL AGREEMENT

Article 1. Post Rotation at Department of Corrections Facilities

Section 1. Post rotation is defined as the reassignment of security staff, with the exception of designated specialty posts and temporary posts, from one post to another within the same shift, as provided herein.

Section 2. All posts identified on the Master Roster, with the exception of designated specialty posts, shall be rotated annually.

Section 3. Post rotation will be posted no less than forty-five (45) days before the effective date of the rotation and will remain posted for no less than twenty (20) days. Facilities shall utilize the existing process for designating post preferences. Any change in the existing process shall be subject to meet and confer. The employer will inform all affected employees no less than seven (7) calendar days before the effective date of the new assignments.

Section 4. A rotation schedule shall be established that provides for rotation, starting the 1st Sunday in March that is the start of a new pay period, beginning with the highest ranking position and proceeding with the next rank in the first pay period of April, and so forth until all ranks have rotated.

Section 5. Post rotation is valid only when an actual change of post occurs. Changing shifts or days off and remaining in the same post does not constitute post rotation.

Section 6. The following formula shall be used in determining an employee's ranking for post rotation:

A. **Length of Service:** one point shall be awarded for each month of service with KDOC. If an employee separates from service with the state of Kansas, if that separation lasts one year or less, then all previous service time shall be included. If that separation lasts more than one year, no points will be awarded for prior service. There shall be no maximum number of points available for this category.

B. **Performance Reviews:** Excellent or Exceeding expectations shall be worth eight (8) points; Satisfactory or Meets expectations shall be worth four (4) points; Unsatisfactory or Does Not Meet Expectations shall be worth zero (0) points.

C. **Experience:** one point shall be awarded for each month of continuous service in the applicable rank. There shall be no maximum number of available points in this category.

D. **Reprimands:** There shall be one point deducted for each letter of reprimand within the last 12 months.

E. **Other Disciplinary Actions:** points shall be deducted from the total for the following disciplinary actions within the last 12 months: Every suspension will be worth two (2) points and ten (10) points for a demotion.

Section 7. When more than one employee requests a specific post the employee with the highest ranking shall be assigned the preferred post. If more than one employee requesting a post has the same ranking for post rotation, then the post will be assigned to the employee whose assignment to the post is most distant in time. Any ties in the post preference process shall be determined by a coin flip by the warden's designee.

Section 8. Post openings, not including temporary posts, arising after the rotation schedule in Section 4, shall be filled pursuant to the post preferences submitted pursuant to Section 3 and the formula set forth in Section 6. An employee shall not be able to submit a Post Preference Sheet more frequently than once every ninety (90) days. Post openings shall be posted by the employer for a period of three (3) days to allow any employee eligible to submit a new Post Preference Sheet to do so. The posting shall contain the post name, roster number, hours of work, and other information identifying the opening. Employees will not be allowed to post preference for a post they have been assigned to in the past rotation cycle, unless the post assignment has been for less than 120 calendar days.

Section 9. Employees shall not be allowed to change posts more often than two times in a post rotation cycle.

Section 10. Filling of Specialty Posts. Specialty post openings shall be posted for ten (10) days. The posting will contain all of the information pertinent to the post, including, but not limited to the following: rank, days off, hours of work, duties, and qualifications. Any employee of the requisite rank desiring to apply for the specialty post shall submit prior to the closing date an application setting forth their qualifications for the post, including how their experience, skills, and training match the requirements of the position. Selection of the individuals who meet the minimum qualifications for assignment to a specialty post shall be based on an interview, and on whether he/she has the experience, skills, training and judgment that best match those required for the specialty post. The applicant's disciplinary record within the past 12 months and performance reviews may be considered in the selection process. The warden or designee will make the final selection.

Section 11. Temporary filling of specialty posts. When a temporary opening of a specialty post exists which is expected to last five (5) days or less, the post shall be staffed by reassigning an employee who has previously worked the post, if available. If not available, the post shall be filled by an employee of the appropriate rank who has permanent status, except the employee may be on probationary status if they are working directly with an employee who has permanent status. When a temporary opening of a specialty post exists which is expected to last more than five (5) days but less than sixty (60) days, the post will be filled by a qualified applicant for the post during the most recent selection process. If the opening is expected to last more than sixty (60 days), the selection process set forth in Section 10 shall be followed.

Section 12. The KDOC shall establish a schedule to review, on an annual basis, one-third of all specialty posts at each facility to evaluate whether each particular post shall be continued as a specialty post. If it is determined the post will be continued as a specialty post it will be reopened for applications pursuant to Section 10 of this Article. The incumbent is eligible to apply to continue in the post. Selection of the officer for assignment to the specialty post shall be made in accordance with Section 10 of this Article. Nothing shall preclude management from leaving an employee in a specialty post if they are the most qualified. The specialty post review shall be completed in conjunction with annual post rotation so that non-selected officers may participate in the post rotation process.

Section 13. If a specialty post is eliminated the employer will make a reasonable effort to assure that the employee will maintain the same days off and hours of work until the next post rotation. If an employee is removed from a specialty post as a result of disciplinary action, for performance reasons, or at the employee's request, the employee may be reassigned to a work schedule based on the operational needs of the employer.

Article 2. Number of Stewards at Correctional Facilities

The number of stewards that may be designated shall be as follows:

At Lansing, Hutchinson, and El Dorado Correctional Facilities, not including satellite units, there may be up to twelve stewards named by the union. Of the twelve, one shall be designated as the chief steward and one shall be designated as the alternate chief steward. At the remaining correctional facilities, not including satellite units, there may be up to eight stewards named by the union. Of the eight, one shall be designated as the chief steward and one shall be designated as the alternate chief steward.

At satellite units (Osawatomie, Stockton, Toronto, Wichita Work Release Facility) there shall be no more than one steward for each shift.

Chief Stewards will be responsible for coordinating the activities of other stewards to ensure the efficient use of release time.

Article 3. Uniforms / Allowances

Section 1. When the employer requires an employee to wear a uniform, the employer shall furnish such employee with uniform components and accessories as required by normal and specialized duties and has been established in IMPP 12-123 and policy memorandum 02-10-007 and any future amendments consistent with the current policy regarding issuance. DOC agrees to consult with KOSE prior to making any changes to the current uniform or if a new uniform is implemented. Subject to approval by the appointing authority or designee employees of these divisions may supply their own uniform accessories so long as they comply with Department standards.

Section 2. The employee shall be responsible for routine maintenance and cleaning of the regular uniform and for the application of the proper insignias and emblems. The employer shall replace component uniform pieces determined by the employer to be excessively worn, soiled, or damaged through regular use.

Section 3. Employees that lose or damage uniform components or accessories through negligence or intentional acts may be subject to discipline and/or the depreciated value of the item, as determined by the employer.

Section 4. Non-law enforcement employees will be entitled to have long hair and or beards if they so desire, provided they are kept well groomed and do not pose a safety threat.

Section 5. For uniforms issued after the effective date of this Supplemental Agreement, the Employer shall provide American flag patches to be worn on the upper right arm of the BDU shirt, polo style shirt and the field jacket. KOSE will design, submit for approval and provide a KOSE patch to be worn by stewards within the bargaining unit on the right side of the BDU shirt collar and/or polo shirt collar which patch shall identify them as KOSE stewards.

Article 4. Length of Service

Section 1. "Length of Service" shall mean total time worked in the classified service or unclassified service. Length of service shall exclude:

1.1 Time worked as a temporary employee;

1.2 Time worked as a student employed by any board of regents institution;

1.3 Time worked as a resident worker in any social and rehabilitation services institution or the Kansas commission of veteran's affairs;

1.4 Time worked as an inmate.

Section 2. Time spent on military leave, or time off while receiving workers' compensation wage replacement for loss of work time, shall be considered to be time worked in the classified or unclassified service. Time on leave while receiving worker's compensation wage replacement for a disability attributable to state employment prior to May 1, 1983, shall not be credited.

Section 3. An employee's length of service accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and length of service accumulation shall resume when the employee properly returns to permanent employment at the end of such leave.

Section 4. Length of service for computing vacation and sick leave accrual rates and for layoff or compensation purposes shall not be recalculated using prior methods of calculation for employees who have no break in service. Length of service for an individual returning to state service shall be the amount of length of service on record as of December 17, 1995, or the date the individual left state service, whichever date is later.

Section 5. For shift and post assignments at Department of Corrections facilities, ties in length of service shall be broken by flipping a coin.

Article 5. Erosion

The Employer retains the right to contract for services in order to maintain the efficiency and effectiveness of governmental operations. The Employer will not privatize bargaining unit work for the purpose of eroding the bargaining unit.

Article 6. Compensation

Section 1. The employer may direct that employees work past the scheduled end of their shift as necessary to meet the operational needs of the facility.

Section 2. For overtime not included under Section 1 above, employees may volunteer for overtime work by giving written notice to their supervisor. The employer will develop a list at each facility, in the order notice is received, of those employees volunteering for overtime. The employer shall attempt to distribute such overtime fairly and equitably among employees who volunteer for overtime subject to agency established maximum limits. No part-time employee shall be scheduled for overtime until all employees who have signed up for volunteer overtime are unable or unavailable to work overtime hours.

Section 3. Notwithstanding the provisions of Section 2, the employer reserves the right to select specific individuals for overtime in order to meet particular operational needs.

Section 4. The employer shall make an effort to assign overtime under Sections 1 and 3 above that does not exceed four (4) hours in duration, and are scheduled to provide coverage for the four (4) hours immediately preceding or immediately following the employee's regular shift.

Section 5. Subject to legislative appropriations, the following Kansas Department of Corrections employees will receive additional pay of $1.00 per hour for all hours worked: SORT members; officers assigned to work segregation units; and officers who have and demonstrate bilingual proficiency.

Section 6. No employee shall be mandated to work more than 12 hours in a 24 hour period.

Section 7. In the event of an officially declared emergency, the employer may direct employees to work for up to 18 consecutive hours. At the end of the 18 hour time period, the employer shall provide a means for the employee to rest for at least six (6) consecutive hours.

Article 7. Call-In and Call-Back Pay

The employer may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule. Employees of the unit who are called in to work on a regular day off or are called back to work after a regular work schedule, shall be paid at the appropriate rate of pay for the hours worked. Except as noted below, such employees shall be paid for a minimum of two hours. The minimum of two hours shall not apply if the employee was on stand-by when called in or called back, nor shall it apply if the employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only the hours actually worked shall be credited in determining eligibility for overtime compensation. If the employee is recalled to work more than once on a regular day off or more than once between the end of an employee's shift and the start of the employee's shift on the following day, the employee shall be paid for the entire period of time from the time of the first recall to the end of the last recall.

Article 8. Alternative Work Schedules

To the extent that such shifts are not already in place the Employer and KOSE agree to work cooperatively to evaluate the feasibility of ten (10) and/or twelve (12) hour shifts for Unit 6 employees, and to work towards implementation of such shifts if found to be mutually beneficial.

Article 9. Training

Unit 6 employees shall receive initial and annual training appropriate for the position.

Prior to being independently assigned to a post, new corrections officers shall receive two hundred (200) hours of basic training.

All corrections officers with permanent status shall receive a minimum forty (40) hours of annual training. This annual training will include safety and emergency procedures, security procedures, communications skills, self defense and any other additional training as the Employer determines necessary. Officers who do not receive annual firearms training will not be precluded from rotating into an armed post or in transferring to a facility where all officers receive annual firearms training. In such case the officer will be scheduled for firearms training and be provided the opportunity to qualify with firearms. Training shall be provided by qualified instructors as determined by the agency. OJT (on the job training) and FTO (field training officer) trainers shall be permanent status employees.

Article 10. Health and Safety

Section 1. Safety is of mutual concern to the Employer and the Union.

Section 2. All employees of the appropriate unit shall be alert to any conditions they believe to be unsafe and shall report such conditions to their supervisors.

Supervisors shall see to the prompt investigation of reported unsafe conditions, and shall take such corrective action as may be necessary or shall report the conditions to the agency or facility as appropriate for such action as the agency deems appropriate.

Within the bounds of sound correctional or other management, the employer shall take reasonable measures to protect employees against unreasonable exposure to hazardous conditions. At correctional facilities the institution warden shall make the final determination as to whether any conditions or situations constitute unreasonable exposure to hazardous conditions. At other locations the agency head or designee shall make this determination.

In the event an employee comes into contact with blood or bodily fluids, arrangements will be made for the employee to shower and/or change his or her uniform, or take other corrective actions as necessary. Other corrective actions include, but are not limited to: medical care and treatment, sanitizing of boots and equipment.

Employees shall be provided with information on all communicable diseases to which they may have routine work place exposure. Information provided to employees shall include the symptoms of diseases, modes of transmission, methods of self-protection, proper work place procedures, special precautions and recommendations for immunization.

Section 3. The employer shall establish a new Safety Committee at each correctional facility. This Safety Committee shall be inclusive of all units covered by the Memorandum of Agreement which became effective May 18, 2008. Management and the union shall each be entitled to appoint up to six (6) members to the Safety Committee at each location. The Safety Committee shall meet regularly for the purposes of identifying and correcting unsafe working conditions.

The Committee shall:

1. Appoint its committee chairperson.
2. Meet on dates established by the Committee or as otherwise requested by the Committee Chairperson or the Employer.
3. Review injury and inspection reports for unsafe and unhealthy patterns.
4. Promote education programs which will motivate the practice of safe working habits.

5. Submit recommendations to the institution warden or superintendent, as appropriate, for improvement in safety and security.

Section 4. Safety committee members who meet during their regularly assigned work hours shall be compensated as if actually worked.

Article 11
Duration

This Unit 6 Supplemental Agreement is supplemental to the Memorandum of Agreement between the Kansas Organization of State Employees and the State of Kansas (KOSE MOA) that became effective May 18, 2008. This Unit 6 Supplemental Agreement shall become effective the first day of the first full pay period following signature by the parties and shall remain in effect until June 30, 2010. In accordance with Article 23 of the KOSE MOA this Unit 6 Supplemental Agreement shall automatically be renewed from year to year thereafter unless either party provides written notification to the other by July 1 of the calendar year prior to expiration of its intent to terminate, modify or amend this Supplemental Agreement. If meet and confer is reopened under this paragraph, all provisions of this Supplemental Agreement shall remain in full force and effect during any such re-opener.

FOR THE
STATE OF KANSAS

1/27/09

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Kansas Department of Administration

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FOR THE
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