

MEMORANDUM OF AGREEMENT

Between

State of Kansas

Wichita State University

and

Kansas Association of Public Employees

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ARTICLE 1

Preamble

WSU and all employees in this unit agree that said employees are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they merit the respect and confidence of the public. The ethics of police service requires those involved in law enforcement to provide all citizens with equal protection under the law, bias-free policing, and honesty and integrity in the discharge of their duties. The shared mutual interests of the University and employees in this unit include a desire to maintain harmonious relations; to advance mutual interests in the preservation of public safety, law and order; and to achieve harmonious and peaceful adjustment of differences which may arise.

Recognition

WSU recognizes KAPE as the exclusive representative for the unit found appropriate and certified on February 14, 1990, by the Kansas Public Employee Relations Board in Case No. 75-UDC-2-1990. The appropriate unit is composed of Civil Service classes listed below and shall INCLUDE employees appointed to the unit on a permanent, permanent part-time, or probationary basis but shall EXCLUDE employees appointed on an intermittent, temporary, seasonal, student or emergency basis as well as persons designated as officials, managers, supervisors, office, clerical, security, professional or confidential employees and all other employees of WSU.

List of Classes in Appropriate Unit

University Police Officer

Safety and Security Officer I

Safety and Security Officer II

University Detective

ARTICLE 2

WSU – KAPE Responsibilities

WSU 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 Powers 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 right of WSU to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with WSU; suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of WSU; and to determine the methods, means and personnel by which operations are to be carried on.

It is further specifically agreed that the forgoing enumeration of the rights of WSU shall not be determined to exclude other rights not specially 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 terms 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 and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence, from which appointments or promotions may be made to positions in the competitive division of the classified service of WSU served by such civil service commission or personnel board.

ARTICLE 4

Employee Organization Membership

Section 1. WSU and KAPE agree that WSU 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, annual leave 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 this state.
–Public Employer-Employee Relations Act, 75-4322 (t).

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

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

ARTICLE 5

Non-Discrimination

Section 1. It is agreed by WSU and KAPE that there will be equal opportunities and encouragement to every applicant and employee regardless of race, religion, color, sex, age, ethnic and national origin, or marital status, in securing and holding, without discrimination, 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 individuals with disabilities.

Section 2. WSU 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

Workweek and Overtime

Section 1. WSU and KAPE agree that the “workweek” is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 a.m. Sunday, and end at 12:00 midnight the following Saturday. The normal workweek is five (5) consecutive eight (8) hour days, with two (2) consecutive days off or four (4) consecutive ten (10) hour days with three (3) consecutive days off. The normal workday shall be eight (8) or ten (10) 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 hours regularly scheduled in a workweek shall not exceed forty (40). Overtime will be paid, or compensatory time credited for all hours actually worked which exceed 40 in the workweek. Management shall have discretion to establish the work schedule. Nothing in the agreement shall be regarded as a guarantee of any hours of work per day or per week.

Section 2. Overtime

- (a) Overtime is defined as all hours worked which exceed forty (40) in a workweek, and shall be paid for at the rate of one and one-half (1-1/2) times the employee’s regular hourly base rate. Overtime accumulated may either be paid or compensated for as time off (at time and one-half). All time worked beyond the normal workweek must be with supervisory permission.
- (b) Whenever possible, compensatory time off will be scheduled at least one (1) week in advance. Pursuant to K.A.R. 1-5-24, the University may schedule such time off pursuant to this regulation without the required one (1) week’s notice. Compensatory time off may also be requested by an employee. Such a request by an employee will not be unreasonably denied.
- (c) The University will promote the policy of providing employees, whenever possible, with one (1) week’s notice [seven (7) calendar days] for scheduled events involving temporary changes in employees’ work shifts. The University reserves the right to schedule overtime work as may be required.
- (d) At the end of each workweek each employee working more than 40 hours will be asked for his or her preference for being paid at the overtime rate or receiving equivalent compensatory time credits, at the time and one half rate, for time worked in excess of 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 and sole discretion, prescribe which method of payment is to be used.

Section 3. Overtime may be accumulated by an employee and used during periods of University shutdown.

Section 4. Employees shall not be required to work more than sixteen (16) hours in a twenty-four hour period except in emergency situations.

ARTICLE 7

Rest Periods and Meal Breaks

Section 1. WSU and KAPE agree that employees in the appropriate unit will be permitted two (2) fifteen (15) minute rest periods with pay during a normal eight (8) hour work schedule. One rest period will be allowed at or near the middle of each half of the work schedule as designated by the supervisor. Two fifteen (15) minute breaks may be taken together in order to provide a lunch break. Employees scheduled for a nine hour work day shall receive a one hour unpaid lunch break. Employees may not elect to forgo rest periods for the purpose of accruing time off. Rest periods may not be regarded as accumulative if not taken.

Section 2. An employee shall be subject to call during rest periods or a lunch break if no other officer is available. The employee shall call dispatch or their supervisor to request a rest period or lunch break. If dispatch has a call holding the employee shall take the call before taking the rest period or lunch break. Only one employee in the work section shall be on rest period or lunch break at a time, except at the discretion of the supervisor. Employees will remain on campus for their rest period. Employees may go off campus for their lunch break, but shall remain within two miles of the main campus perimeter or assigned work area. Travel time from and return to the employee's assignment will be counted towards and included in their 30 minute lunch break.

Section 3. Employees whose overtime work requires them to work two (2) hours or more in addition to their regular eight (8) hour shift, (and who have less than one (1) hour off between their regular shift and additional time), will be provided a thirty (30) minutes meal break on the job, with pay, at the beginning of the eleventh (11th) hour or sooner, if possible.

ARTICLE 8

Call-In and Call-Back

Section 1. Employees who are classified as non-exempt by Public Law 89-601, effective June 25, 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. Overtime shall be compensated in accordance with K.A.R. 1-5-24.

Section 4. Employees covered by this agreement shall be paid in accordance with K.A.R. 1-5-25.

ARTICLE 9

Holidays

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

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered legal holidays with pay for employees in the appropriate unit.

Section 2. When one of the legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday and 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 holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 4. Each full-time employee, regardless of the employee's work schedule, shall be given credit for the same number of holidays as employees whose regular workweek is Monday through Friday.

Section 5. If an employee is required to work on a holiday such employee shall be compensated in accordance with the WSU Overtime/Compensatory Time Policy.

Section 6. Regular full-time 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

Vacation Leave

Section 1. WSU and KAPE agree that employees in the appropriate unit shall be entitled to vacation leave with pay which shall be earned, credited, and accumulated as follows:

Vacation Leave Earnings Schedule

Hours Worked Per Pay Period	Hours Earned Per Pay Period Based on Length of Service			
	<u>Less than 5 Yrs.</u>	<u>5 yrs. and less than 10 Yrs.</u>	<u>10 yrs. and less than 15 Yrs.</u>	<u>15 yrs. and over</u>
0-7	0.00	0.00	0.00	0.00
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
Maximum Total:	144 Hrs.	176 Hrs.	208 Hrs.	240 Hrs.

Vacation leave 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. Maximum accumulation is enforced on 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. Increased rates of earning based on length of service shall not be retroactive.

Section 3. New employees earn vacation leave beginning with their first day of employment, based upon their hours in pay status in the pay period.

Section 4. An employee may request the use of vacation leave anytime after accrual. A request may not be made more than 12 weeks in advance of the requested vacation start date. The request must be in writing. Approval or denial of the request will be in writing and provided to the employee in a timely fashion.

Section 5. Approval or denial of the request will be dependent upon variables such as minimum staffing requirements for the affected work group, time of year, scheduled special events, and other work group commitments for the time period leave is requested. Approved leave can be denied/cancelled at any time that the staffing variables change and the personnel needs require that the person previously granted leave be returned to duty. Denial/cancellation of approved leave will be immediately communicated to the employee in whatever manner is most expedient. Vacation leave will be granted on an equitable basis with an attempt to satisfy the leave requests of employees. Conflicts will be resolved in a "first come, first serve" basis. Management will have sole discretion to approve or deny vacation leave within 30 days after an extended suspension of two weeks or longer.

Section 6. Vacation leave may be used in units of one quarter (1/4) hour when requested and approved. Holidays occurring within the period of an employee's vacation leave shall not count as one of the vacation leave days.

Section 7. An employee in the appropriate unit who transfers between departments or to another agency may have any unused vacation leave transferred. Arrangements may be made for an employee transferring between departments to use a part or all of his accumulated vacation leave before the transfer becomes effective, but if not, the accumulated credits shall be transferred. If for any reason the unused vacation leave of an employee may not be transferred to another agency or in the event of layoff, the abolishment of a position, termination or resignation, the employee shall be paid in full for all accumulated vacation leave in the final pay.

Section 8. 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 leave 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 time for which the employee is to be paid for work during the current payroll period, except that holidays which fall within the period of time represented by the leave credit shall be counted as working days. Pay for such vacation leave 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 employees in the appropriate unit, as follows:

(a) Employees 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 Earning Schedule for Non-Exempt Employees

<u>Hours worked Per Pay Period</u>	<u>Hours Earned Per Pay Period</u>
0-7	.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 do not include overtime earned, additional hours, and holiday compensation earned in determining sick leave.**

(b) Sick leave may be accumulated without limit and may be used in units of one-quarter (1/4) hour or more.

(c) Sick leave with pay shall be granted only for the following reasons:

- (1) Illness or disability of the employee, including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom, and personal appointments with a physician, dentist, or other recognized health practitioner;

- (2) Illness or disability, including pregnancy, childbirth, miscarriage, abortion, and recovery therefrom, of a family member, and a family member's personal appointments with a physician, dentist, or other recognized health practitioner, when the illness, disability, or appointment reasonably requires the employee to be absent from work;
 - (3) Legal quarantine of the employee; or
 - (4) The adoption of a child by an employee or initial placement of a foster child in the home of an employee, when the adoption or initial placement reasonably requires the employee to be absent from work.
- (d) Employees who are injured on the job and awarded Workers' Compensation shall be granted 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.
- a. Employees shall not be required to use compensatory time in conjunction with workers compensation.
- (e) 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 due to the illness, the appointing authority, upon request of the employee, may charge to sick leave some or all of the time the employee was ill during the vacation.

Section 2. An employee who becomes ill while at work shall notify the immediate supervisor, or the designated supervisor, after which the employee may leave work. 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. Employees requesting sick leave may, after an absence of three (3) consecutive work days, be required to submit a statement from the attending physician.

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

ARTICLE 12

Funeral Leave

Section 1. WSU employees will be granted leave with pay, to attend a funeral and/or make funeral arrangements in accordance with existing State of Kansas Administrative Regulation 1-9-12.

ARTICLE 13

Military Leave

Section 1. WSU 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 reenlistment 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 WSU within ninety (90) days after the effective date of 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 twelve (12) 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 twelve (12) 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 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 Human Rights Commission, 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 the employee is a party.

Section 3. 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 4. 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. WSU will grant employees in the appropriate unit time off to vote in accordance with applicable Kansas State Statutes.

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

ARTICLE 16

Leave Without Pay

Section 1. Permanent employees in the appropriate unit at WSU may be granted leave of absence without pay for a reasonable period of time consistent with effective fulfillment of WSU'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 WSU's appointing authority.

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 appointing authority, with the approval of the State Director of Personnel Services, 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 classified 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 appointing authority determining the number of extensions.

Section 4. Voluntary separation from the classified 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 interests of WSU require, the appointing authority 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 appointing authority, 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 WSU may request a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE leave of absence shall not be granted to exceed one (1) year. An 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 least two (2) weeks prior notice from WSU shall be deemed a resignation.

ARTICLE 18

Personnel Records

Section 1. Both parties agree to the review of WSU's personnel records of individual employees in the unit in accordance with all state and federal statutes at the discretion of the employee. By appointment, personnel record information as agreed may be reviewed in the Office of Human Resources.

Section 2. The official file contains the employee's application for employment, all official documents affecting the employee's status, performance evaluations and leave records. Upon review the employee shall have the right to provide written comments and have them placed with the respective material.

Section 3. The employee may request that material pertinent to his/her position, performance or qualifications be placed in the official file. The employee may request copies of material in the official file, either in person or in writing, and the cost of duplication shall be paid by the employee.

Section 4. Departmental files may be maintained, however, no internal documents which are adverse to the employee shall be placed in the employee's file unless the employee has had an opportunity to affix his/her signature or initials to signify knowledge of the material, not necessarily to indicate agreement with the content.

Section 5. Upon written authorization by the employee KAPE shall have the right to see the employee's official personnel file.

Section 6. During all job-related hearings or meetings no negative and/or disciplinary documentation will be introduced that was not previously discussed with the employee and documented or that was placed in the employee's official personnel file. The parties understand and agree that before any negative and/or disciplinary documentation is placed in any employee's official personnel file, the employee will be given the opportunity to read and sign the documentation. If the employee refuses to sign the documentation, it will be so noted on the documentation by the supervisor and placed in the official personnel file. The employee will be given a copy of any negative and/or disciplinary documentation when it is placed in the official personnel file.

Section 7. No changes in evaluations shall be made after all appropriate parties have signed the evaluation, unless appealed through appropriate procedures.

Section 8. Officers shall be notified of any changes on time sheets and shall be given a corrected copy within a reasonable time frame, not to exceed one pay period if reasonably possible.

ARTICLE 19

Class Specifications

By appointment, WSU shall make available to KAPE for review in the Office of Human Resources during normal business hours the official civil service class specifications and/or job description and pay grade 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 established by the State of Kansas Health Care Commission. It is agreed that WSU shall pay the portion of the employee's premium for health insurance coverage as prescribed by the Health Care Commission.

ARTICLE 21

Workers' Compensation - Unemployment Compensation

WSU and KAPE agree that employees in the appropriate unit shall be eligible for Workers' Compensation and Unemployment Compensation Benefits as provided by state statutes 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. WSU shall provide a packet of orientation and information material to all employees newly appointed into the appropriate unit on a permanent or probationary status.

Section 2. During the first day of scheduled “New Employee Orientation” meetings each semester, WSU will, while discussing campus resources identify employees, by job title, who are in the unit represented by KAPE. During the 10 minute break in the orientation, KAPE will be allowed to have a table where employees in the appropriate bargaining unit may drop by and visit the representative and receive appropriate materials, if the employee so desires. The representative at the KAPE table shall be the local/campus KAPE President or the KAPE President’s designee.

Section 3. WSU shall continue to provide to KAPE a list of newly hired employees, by name and department at WSU, within the appropriate bargaining unit. Said list shall be provided on a monthly basis and shall be provided to the local/campus KAPE President.

Section 4. Time devoted to new employee orientation shall be deducted from (counted against) the “reasonable time” allotment per Article 30.

ARTICLE 24

Probation

Section 1. New employees appointed by WSU in the appropriate unit shall be in a probationary period for their first six (6) months of employment. Probationary period 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, WSU shall permit the employee to return to a position in the class from 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 WSU layoff list shall not be subject to a probationary period and shall have permanent status as of the effective date of appointment.

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

Employee Evaluation and Appeal

Section 1. An employee performance evaluation rating shall be prepared and furnished each employee covered by this Agreement at least annually; however, a special evaluation may be prepared for an employee at any time. The actual rating of each employee shall be made by the immediate supervisor or by other qualified person(s) familiar with the employee's position and job performance. The employee shall be informed in writing as to the expectations on which the job performance is rated, rating on each of these expectations and the final adjective rating assigned. The employee shall be given an opportunity to sign the evaluation as evidence that it has been reviewed, but such signature shall not abridge the employee's right of appeal. Failure of the employee to sign an evaluation shall not invalidate the evaluation.

Section 2. If a permanent employee disagrees with a rating, the employee may within seven (7) days after notification, address an appeal in writing to the appointing authority. An employee serving a probationary period on a promotional appointment, a reinstatement, or a transfer, shall have the same right to appeal an evaluation, if the employee had permanent status just prior to promotion, reinstatement or transfer. Except as noted above in this paragraph, a probationary employee, or a conditional employee, shall not have the right to appeal an evaluation.

Section 3. The appointing authority has designated the Personnel Relations Committee as the appeals committee. The hearing shall be conducted in accordance with the WSU Grievance Adjustment Procedure for Classified Employees.

Section 4. The Personnel Relations Committee shall consider such information as may be offered by the employee and the rater, and any it may secure on its own initiative, and shall within five (5) days thereafter, issue its findings and, in accordance with State regulations, assign a rating for the employee.

ARTICLE 26

Promotion and Vacancy Procedures

Section 1. WSU agrees that a notice of all new and vacant permanent job openings shall be posted in Jardine Hall and announced in the regular publication of the Inside WSU newspaper. Postings will be for at least five (5) working days with the date of posting indicated on the notice.

Section 2. Qualified employees within the appropriate unit who apply for posted jobs to the Director of Human Resources within the posting period will be given consideration in accordance with the WSU Promotion From Within Policy and the WSU Human Relations Policy Document.

Section 3. All interested candidates for vacant positions within the Police Department shall meet with the WSU Police Advisory Committee before hiring. Following the meeting the committee will make a recommendation to the Chief of Police identifying the candidate the committee has selected as the most outstanding.

Section 4. The WSU Police Advisory Committee shall be made up of two (2) police officers and one (1) supervisor. The police officers shall be elected by a majority vote of the other officers. Candidates 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.

Section 5. Background checks including an F.B.I. record check and D.M.V. check shall be conducted before new employees are hired.

ARTICLE 27

Length of Service

Section 1. WSU 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 service that the employee has on the effective date of this Agreement. Determination of such length of service shall be as recorded in existing WSU Office of Human Resources' 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 civil service regulations.

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 workers' compensation benefits.

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

- (a) Quits or resigns, except as provided in Civil Service Statutes and Regulations concerning reinstatement.
- (b) Is discharged for cause.
- (c) Is laid off for a period of three (3) years except as provided in Civil Service Statutes and Regulations concerning reemployment and reinstatement.
- (d) Fails to return to work at the expiration of an authorized leave of absence, or upon notice that a leave has been terminated, or upon 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 WSU shall be sent to the employee's last known address. Responsibility for informing WSU 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 in a conspicuous place. The length of service lists shall indicate the class, the employee's name and the employee's 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. The supervisor of a department or section, as appropriate, will use length of service 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 each six (6) months. Determination of ability and fitness shall be made by WSU.

ARTICLE 28

Layoff and Recall

Section 1. WSU and KAPE agree that WSU may layoff any employee when it is necessary by reason of shortage of work or funds, the abolishment of a position, the reinstatement of an employee on authorized military leave, or changes in an organization.

Section 2. WSU 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. WSU may further designate the organizational unit in which the layoff is to occur.

Section 3. The order of layoff shall be determined by computing a layoff score for each employee in the class or classes of positions affected by the layoff in the organizational unit affected.

- (a) The layoff scores shall be computed according to the following formula:

$$A \times L$$

where:

A = Average of the most recent ratings for the employee during the employee's length of service, up to and including five ratings, if the employee has as many as five ratings, except

- (1) special evaluations given for a rating period ending within ninety (90) calendar days of any notice of layoff shall not be counted
- (2) Evaluations completed for rating periods ending on or after the cutoff date for computing layoff scores shall not be counted

L = Length of service (total time worked in the classified service as defined in K. A. R. 1-2-46), expressed in months.

- (b) Point values assigned to evaluations shall be as follows: the highest possible adjective rating, outstanding, excellent or

exceptional, to have a value of 5; the next highest, above standard or very good, a value of 4; the next highest, satisfactory, standard or good, a value of 3; the next highest, a rating of below standard or fair, a value of 1; and the lowest, a rating of unsatisfactory, a value of 0. If an employee has not had a performance rating that may be used to compute a layoff score, the employee shall be deemed to have been given a performance rating of satisfactory.

Section 4. The Wichita State University Layoff Informational Plan and the Personnel Statutes and Regulations will be utilized in determining the order of names on the layoff list; all employees without permanent status shall be listed first, in order of scores, with the person with the lowest score listed first. Permanent employees shall then be listed, in order of their scores, with the person with the lowest score listed first.

- (a) The person with the lowest layoff score shall be laid off first. If more than one person is to be laid off, they shall be selected for layoff in ascending order of layoff scores.
- (b) In case of tied layoff scores, if some, but not all of the persons with tied scores need to be laid off, preference in retention shall be in accordance with K. A. R. 1-14-8(3).

Section 5. Any employee selected for layoff shall be notified in writing by WSU at least thirty (30) days in advance of the date of the layoff.

- (a) No permanent employee shall be laid off if, anywhere at WSU, there is a position in the same class, or a position in another class at the same salary level or a lower level, filled by a conditional or probationary employee, and if the permanent employee selected for layoff is available for and interested in the position filled by the conditional or probationary employee, and WSU determines that the permanent employee can reasonably be expected to perform the duties of the position successfully. In such a case, WSU shall terminate the probationary or conditional employee and shall arrange the transfer or voluntary demotion, as the case may be, of the permanent employee who would otherwise be laid off. For these purposes, a probationary employee

shall not include an employee serving a probationary period as a result of a promotion, transfer, or other action, if the employee had permanent status immediately prior to appointment in the class in which he or she is currently on probation.

Section 6. Names of persons with permanent status who have been laid off, or who have accepted demotion or transfer in lieu of layoff, shall be placed on a reemployment list in reverse order from the order in which they appeared on the layoff list. Each name on a reemployment list shall be removed three (3) years from the person's separation from the service.

Section 7. Employees in the appropriate unit who are laid off have reemployment rights to their classification if such openings occur anywhere within WSU and will be placed on a reemployment list. It is agreed that WSU will utilize the reemployment list to fill vacancies for permanent positions prior to considering others for such employment. Employees who are laid off may also designate other State agencies as preference for reemployment opportunities.

ARTICLE 29

Shift Preference

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

Section 2. In the department's assignment of shifts, where all factors are substantially equal between employees in the same class desiring the same shift, such conflict will normally be resolved by considering length of service.

Section 3. When changing an employee's shift assignment, WSU 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. WSU agrees to recognize stewards who have been designated by KAPE to serve in this capacity. The number of stewards, selected from among employees with class seniority in the appropriate unit, will not exceed one (1) Chief Steward and two (2) Line Stewards. 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 WSU, and maintain on a current basis, a list of all stewards and alternate stewards, designating the area of the appropriate unit in which each serves as a steward. The Chief Steward shall perform assigned functions within the boundaries of the appropriate unit but shall not be restricted to any particular area.

- (a) 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 in the area of the appropriate unit 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 two (2) hours per week total for all problem handling in the area.
- (b) Upon request of an employee in the appropriate area, the steward may request to be excused from work to discuss a problem. Stewards must receive permission from their immediate supervisor(s) to leave their work and must report back promptly when their KAPE functions are completed. It is understood that the work and service provided by WSU are the primary concern and such requests for absence on KAPE business will be evaluated by the supervisor in light of the steward's assigned work and conditions existing at the time. If the supervisor feels the steward cannot be excused at the requested time, the supervisor will indicate the time when the steward may be excused. On arriving at the destination, the steward will seek out the person in charge and indicate: (1) the purpose of the visit, and (2) the name of the employee to see. The person in charge will, if possible, make the

employee available; if the employee is not available, the steward will be informed as to when the employee will be available.

- (c) 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 3. 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 set forth in Section 2 of this article.

Section 4. 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 5. An employee who desires to leave work to contact a steward must obtain permission from the supervisor. An employee is not obligated to discuss problems with the steward, but if such is desired, the steward is obligated to give

ARTICLE 31

Grievance Procedure

Section 1. WSU and KAPE agree that the adjustment of grievances for employees in the appropriate unit shall be handled in accordance with provisions of the Wichita State University Grievance Adjustment Procedure, and the contents of the booklet entitled "The Wichita State University Grievance Adjustment Procedure for Classified Employees", be made a part of this Memorandum of Agreement.

Section 2. When an employee initially discusses a complaint with the Office of Employee Relations, it is agreed that the matter will remain confidential and not be discussed further with supervision without permission from the employee.

Section 3. WSU believes in and will continue to use the concept of progressive discipline. It is recognized that the employee may have a representative of his/her own choosing at any step in the grievance procedure.

Section 4. The Director of Human Resources will convene a group, including KAPE representation, to study and recommend improvements to the Wichita State University Grievance Adjustment Procedure for Classified Employees.

ARTICLE 32

Rules and Regulations

Section 1. General rules and regulations pertaining to the performance of work and conduct of employees will be available to employees in the appropriate unit in the same manner as they are to all other State classified employees at WSU.

Section 2. WSU will notify employees by email or in writing of changes in the rules and regulations. Copies of such notices may be placed on the KAPE bulletin board.

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

ARTICLE 33

Bulletin Boards

Section 1. WSU and KAPE agree that certain bulletin boards will be designated for use by KAPE for posting official notices of KAPE meetings and other KAPE functions.

Section 2. Bulletin Board space will be provided by WSU in the following locations:

Police Officer Squad Room

Section 3. 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 Employee Relations or a designated representative. Such approval shall not be unreasonably denied;
- (b) To accomplish all postings 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.
- (d) To insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon WSU or any employee.

ARTICLE 34

KAPE Representatives

Section 1. Representatives of KAPE accredited to WSU in writing by the Association shall be permitted to come on the premises of WSU for the purpose of representation of employees, investigating and discussing grievances or alleged violations of the Memorandum of Agreement with the shop steward and the employees in the appropriate unit they represent, if they first obtain authorization to do so from the WSU Director of Employee Relations or a designated representative. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If the visit of the KAPE representative occurs at a time when the Director of Employee Relations or the Director of Human Resources is not available, then the KAPE representative shall notify the Director of Employee Relations 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 Employee Relations and the University will provide a meeting place and arrange 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

Use of WSU Internal Mail System

Section 1. WSU operates an internal mail system for the delivering of mail on its campus. Court rulings limit the use of this system to the delivery of mail stamped with U.S. Postage and internal University mail. The Private Express Statutes prevent the University from delivering the Association's mail over postal routes. Therefore, WSU and KAPE agree that the system is not available to KAPE.

Section 2. WSU and KAPE agree that WSU will not deliver unstamped KAPE mail. KAPE may communicate with its membership by use of assigned bulletin boards in accordance with Article 33 of this Memorandum of Agreement.

ARTICLE 36

KAPE Meeting

Section 1. The second Thursday of each month shall be designated as KAPE leadership meeting day.

- (a) It is agreed that the KAPE officers (President, Vice President, Secretary-Treasurer) and the Line Stewards may meet for one hour on the second Thursday of each month. Since release time is not permitted, WSU agrees that employees attending these meetings shall make arrangements with their immediate supervisor as to the desired fashion in making up time spent in these meetings.
- (b) The meetings shall begin at 3:00 p.m.

Section 2. It is agreed that KAPE may utilize three (3) KAPE meeting days per year for unit meetings. KAPE agrees to notify WSU in writing thirty (30) days in advance that a particular monthly meeting will be designated for an entire appropriate unit membership meeting.

- (a) It is agreed that such a unit membership meeting may be held during the Fall Semester, another during the Spring Semester and one during the Summer Session of the University academic year.
- (b) WSU agrees to cooperate and adjust the work schedule of appropriate unit employees to permit their attendance, however KAPE recognizes that certain employees may not be excused because their services are considered by management to be essential to University operations.

ARTICLE 37

Use of Facilities

WSU facilities shall be available for KAPE functions in accordance with established reservations policies:

- (a) Reservations for meetings and special events in University buildings – with the exception of Henry Levitt Arena, Cessna Stadium, Marcus Center and University Alumni and Faculty Club – shall be coordinated through the Office of Employee Relations.
- (b) Reservations for use of Henry Levitt Arena or Cessna Stadium shall be made with the business manager of the WSU Intercollegiate Athletic Association, Inc.
- (c) Reservation for use of the University Alumni and Faculty Club shall be made with the club manager.
- (d) Reservations for the use of the Marcus Center for Continuing Education shall be made with the director.
- (e) KAPE may hold meetings in buildings other than the Campus Activities Center with prior notice and proper use of the reservation procedure.

ARTICLE 38

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 39

Safety

Section 1. Safety is of mutual concern to WSU and KAPE on behalf of the employee. 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 WSU 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.

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 department chair or director. 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 (b), below. The Safety Committee shall promptly investigate the unsafe condition and give the employee and the department chair or director a written answer as to the disposition of the matter.

Section 4.

- (a) A WSU Safety Committee shall be maintained to review safety conditions, to advise on matters pertaining to WSU compliance with applicable laws and regulations and to bring appropriate recommendations to the attention of the WSU Administration.
- (b) The Safety Committee shall be accessible to the appropriate unit through the Safety Officer who serves on the Committee.

ARTICLE 40

Pay Plan

Section 1. Wages for employees in the appropriate unit shall be according to the Kansas State Civil Service pay plan now in effect and shall be modified in conformity with any future amendments in the Civil Service pay plan.

Section 2. Information pertaining to the current wage rates for classes in the appropriate unit, and any subsequent changes thereto, shall be made available by the Director of Human Resources to the university supervisors and through the Assistant Director of Employee Relations to KAPE officials and KAPE stewards for dissemination to employees in the appropriate unit.

Section 3. Heskett Center fees shall be based upon an employee's annual full-time equivalent gross pay.

Membership fees are established by the Heskett Center with the approval of the Dean of Students and the Heskett Center Board of Directors. Fees are subject to change at any time.

Section 4. The meet and confer teams for the University and KAPE have agreed 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 16 percent of the pay of commissioned officers in the appropriate unit. Submission of similar requests for subsequent fiscal years will be contingent upon documentation of need for the retention incentive for commissioned law enforcement officers at Wichita State University.

The parties also agree that if the above joint recommendation concerning the retention incentive bonus is not implemented in its entirety within 60 days of the first day of the payroll period following the effective date of this agreement, that either party may provide notice to the other to meet and confer. This notice window shall be between 60 and 90 days of the effective date of this agreement. The parties agree that this conditioned reopener will supplement the Duration and Termination provisions contained in Article 48 of this memorandum of agreement.

ARTICLE 41

Equipment

Section 1. The University will issue one pair of footwear per year (either Wellington style boots or low-quarter style shoes of a military style) to all officers.

Section 2. Each police vehicle shall be equipped with an accident investigation kit as prescribed by the University.

Section 3. Each officer will be provided a minimum threat Level IIA bulletproof vest.

Section 4. Two Polaroid cameras and film will be available to assure all shifts have access to a camera for accident investigations. One camera and film will be stored in the DC room.

Section 5. The University will provide “trees” (radio mounting equipment) for all new automobiles.

Section 6. Adequate quantities of non-expired mace will be maintained by the department.

Section 7. “Slim Jims” to assist in automobile unlocks, in good condition, will be available to all officers. Bent, worn “Slim Jims” will be turned in and replaced by new ones.

Section 8. WSU shall provide officers lightweight pants, not less than 14 oz. weight.

Section 9. WSU shall equip all squad cars with alley lights.

ARTICLE 42

Police Officer Responsibilities

Section 1. WSU and KAPE agree that acceptable levels of physical fitness should be maintained by officers.

- (a) Officers are encouraged to maintain their weight in proportion to their height.
- (b) WSU and KAPE agree to establish physical fitness requirements to be implemented in the Fall of 1991.
- (c) WSU agrees to provide at no charge to the officer, available campus and state-sponsored services, excluding Heskett Center fees, to assist in meeting physical fitness requirements.

Section 2. The University and KAPE agree that members of the appropriate unit must meet specific grooming standards to maintain the professional image demanded of and expected by commissioned officers.

Section 3. WSU and KAPE agree that members of the appropriate unit may request light duty based on medical documentation. The University will grant such requests where practical and possible and under conditions determined by the University.

Section 4. Officers shall not be required to jump start automobiles or unlock vehicles outside of University police officer jurisdiction.

ARTICLE 43

Training

Section 1. WSU and KAPE agree that in-service training shall be provided to officers in accordance with state requirements for law enforcement officers. In order to facilitate training both parties agree to the following:

- (a) A committee of four (4), (2 officers elected by the officers, 1 member of police management and 1 representative of Human Resources) shall be established to conduct training needs analyses, recommend topics and monitor in-service training.

ARTICLE 44

Impasse

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

ARTICLE 45

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. WSU, 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 46

Approval of the Board of Regents, State Finance Council, and the Legislature

Section 1. It is agreed by and between WSU and KAPE that this Memorandum of Agreement shall be submitted to the Board of Regents for approval or rejection and, if approved, any provisions of this Agreement which require amendment of rules and regulations of the Secretary of Administration or of the pay plan and pay schedules of the State may be approved or rejected by the State Finance Council or its appropriate successor, and, if approved, 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.

Section 2. 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, and if approved, shall become effective on a date specified by the Legislature.

ARTICLE 47

Savings Clause

If any provision of this Agreement is found to be or is subsequently declared by the proper Judicial Authority or Kansas Legislature to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of the Agreement. Any provision of the Agreement which is based upon any valid law, or Department of Administration regulation, all or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently amended and changed.

ARTICLE 48

Duration and Termination

Section 1. This Memorandum of Agreement, once approved by WSU and KAPE, shall be submitted to the Board of Regents in accordance with Article 46 of this Agreement. The Agreement shall become effective upon execution of the document by all parties as required by law.

Section 2. When approval is obtained, this Agreement shall remain in effect for a period of 3 years to _____,2008.

Section 3. The entire Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, by registered or certified mail, one hundred twenty (120) days prior to the expiration of this agreement, or any annual anniversary of the expiration of this agreement 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 all specific changes desired, and meet-and-confer meetings shall begin not later than thirty (30) days after said notice is received.

In witness thereof, WSU and KAPE hereto have set their hands this ____ day of _____, 2005.

STATE OF KANSAS
WICHITA STATE UNIVERSITY

KANSAS ASSOCIATION OF
PUBLIC EMPLOYEES

Director of Human Resources Date

Gerald Holland Date
University Police Officer

President Date

Jeffery Rider Date
University Police Officer

Chair, Board of Regents Date

Brendon Fox Date
University Police Officer

Secretary of Administration Date

Director of Negotiations Date
KAPE