

MEMORANDUM OF UNDERSTANDING

THE UNIFIED GOVERNMENT OF WYANDOTTE  
COUNTY/KANSAS CITY, KANSAS

and

WYANDOTTE COUNTY SHERIFF'S DEPARTMENT

and

FRATERNAL ORDER OF POLICE,  
WYANDOTTE COUNTY LODGE #40

January 1, 2020 through December 31, 2021

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*DEFINITIONS*

County	The Unified Government of Wyandotte County/Kansas City, Kansas
Department	Wyandotte County Sheriff's Office
Deputy	A sworn Deputy of the Wyandotte County Sheriff's Office
Detective	A sworn Deputy of the Wyandotte County Sheriff's Office assigned to the investigation of criminal complaints and/or internal affairs matters.
Employee	An employee of the Wyandotte County Sheriff's Office within the bargaining unit
Employer	Wyandotte County Sheriff's Department and/or The Unified Government of Wyandotte County/Kansas City, Kansas
FOP	Fraternal Order of Police, Lodge #40
F.T.O.	Field Training Officer
Gender	The male shall include the female and the female shall include the male
Immediate Supervisor	The person directly above the employee in rank
J.T.O.	Jail Training Officer
Lodge	Fraternal Order of Police, Lodge #40
Memorandum	The Memorandum of Understanding

S.E.R.T. Sheriff's Emergency Response Team

Sheriff Sheriff of Wyandotte County, Kansas

Unified Government The Unified Government of Wyandotte County/Kansas City, Kansas

## **MEMORANDUM OF UNDERSTANDING**

WHEREAS, the parties hereto desire to maintain a harmonious relationship, to advance mutual interest in the preservation of public safety, law and order; to promote standards and conditions of employment for all members of the bargaining unit; to achieve harmonious and peaceful adjustment of differences which may arise; and to establish standards of wages, hours, benefits and other conditions of employment.

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, THE UNIFIED GOVERNMENT, THE SHERIFF AND THE LODGE HEREBY AGREE AS FOLLOWS:

### **ARTICLE 1: RECOGNITION**

The Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter the "Unified Government") and the Wyandotte County Sheriff's Department (hereinafter the "Department") recognize and acknowledge the Fraternal Order of Police, Wyandotte County Lodge #40 (hereinafter the "Lodge") as the exclusive bargaining representative for all Sheriff's deputies, including Detectives, currently below the rank of Captain employed by the Department for the purpose of negotiating collectively with the Unified Government and the Department pursuant to the Public Employer-Employee Relations Act of the State of Kansas, with respect to conditions of employment, as defined by that Act. The recognition herein afforded extends only to those classifications of Sheriff's Deputies below the rank of Captain. Excluded from the representation herein afforded are all non-sworn personnel of the Department, all confidential and supervisory employees and all deputies of the rank of Captain & above.



## **ARTICLE 2: LODGE RIGHTS**

### ***Section 2.1 FOP Hours***

Bargaining unit members designated by FOP Lodge 40 may be entitled, in accordance with the provisions herein stated, to draw upon a bank of seven hundred fifty (750) work hours with pay, per calendar year, for the purpose of conducting business of the lodge and/or police association business of members of the bargaining unit. The bargaining unit business referenced herein includes, but is not limited to, State and National conferences of the Fraternal Order of Police organization, or to attend educational conferences in which the FOP or bargaining unit members participate or sponsor.

Further the Sheriff's Department must have adequate manpower to provide the services of the affected employees' division, department or unit in their absence in order to allow the employees to be absent for this purpose. FOP hours granted with pay will include travel time to and from the conventions, conferences or training seminars on the day before and the day after the conventions, conferences or training seminars subject to the approval of the Sheriff which shall not be unreasonably withheld.

### ***Section 2.2 Payroll Deduction of Dues***

The Unified Government agrees to deduct, once each month, dues in an amount certified by the Lodge and authorized in writing by the employees who individually request (Dues Deduction Authorization Form), that such deductions be made. Employees may revoke the authorization at any time by giving thirty (30) days written notice of such termination or revocation

to both the Unified Government and the Lodge; otherwise, the authorization will automatically renew. The total amount of such authorized deductions shall be remitted by the Employer to the Treasurer of the Lodge, promptly.

*Section 2.3* Lodge Business, Lodge President and Lodge Stewards

a) Lodge Business.

The Unified Government and the Sheriff agree that the President, Vice-President, Secretary, Treasurer, Sergeant-at-Arms, Chief Lodge Steward and 2<sup>nd</sup> Vice-President may conduct authorized Lodge business during regular working hours, provided that their immediate supervisor is given notice in advance.

b) Lodge Stewards.

Employees selected by the Lodge to act as employee representatives shall be known as "Stewards." The names of employees selected as Stewards who may represent employees shall be provided to the Department by the Lodge. The Department shall be notified, in writing, of any changes in the above names that may occur.

c) Number of Stewards.

Each shift of the Detention, Operations and Community and Support Services Divisions shall have a Steward, if possible. The Sergeants collectively shall have a Steward. The Chief Stewards (2 positions) shall also serve as the Stewards for the shift and/or division to which he or she is assigned.

d) Lodge Meetings.

Not more than one on-duty employee shall be granted leave to attend Lodge Meetings. Subject to this restriction, the President, Vice-President, Secretary, Treasurer, Sgt. at Arms, three (3) Trustees, Chief Lodge Stewards and 2<sup>nd</sup> Vice-President of the Union shall be allowed reasonable time to attend not to exceed one (1) regular meeting and one (1) special meeting per month of the lodge. Afternoon shift stewards may be allowed reasonable time to attend, manpower permitting one (1) regular meeting per month, with consent of their Supervisor. If the Steward is not available to attend the meeting then the alternate shift Steward may be sent in his place. The Sheriff, or his designee shall be given written notice at least seven (7) calendar days in advance of such regular meetings and shall be given written notice and must consent to these Union officers being granted time off for any special meetings. Deputies granted leave from an on-duty assignment to attend a Lodge meeting will be allowed two and one-half (2 ½) hours of leave, which includes travel time.

e) Prohibited Conduct of President and Stewards.

The President and Stewards have no authority to encourage, incite, or condone work action against the Department or Unified Government. In the event of such action by the President or any Steward, she shall be subject to immediate discipline up to and including termination.

**Section 2.4 Negotiators Pay**

The Department, Parks and Unified Government will not allow Lodge members time off with pay for purposes of engaging in collective bargaining sessions with the Department and Unified Government except when the Lodge negotiators request to use their accumulated vacation time, compensatory time, FOP hours or personal time, or as provided in Section 2.3 herein.

## **ARTICLE 3: LODGE COOPERATION - MANAGEMENT RIGHTS**

### ***Section 3.1* Lodge Cooperation**

The Lodge, the Unified Government and the Department have entered into this Memorandum for the purpose of facilitating the peaceful adjustments of differences that may arise from time to time and to promote harmony and efficiency so that the employees, the employer and the general public may mutually benefit. Consistent with this general purpose, the Lodge recognizes that an obligation rests upon each Deputy to render honest, efficient and courteous service to the Department, Unified Government and the public. The Lodge agrees to cooperate with the Unified Government in its efforts to strengthen the good will between the Sheriff's Department, the Unified Government and the general public.

The Lodge recognizes the need for improved methods in providing services to the public and agrees to cooperate with the Unified Government and the Department in the installation of such methods, in suggesting improved methods, in the education of its members and the necessity for such changes and improvements.

The Department agrees that no arbitrary quotas or levels requiring members of the appropriate unit to make a certain number of arrests or other law enforcement activities shall be established or performed.

### ***Section 3.2* Management Rights**

By entering into this Memorandum, the Unified Government and the Department have agreed to certain specific limitations on their right to manage the department and to direct the personnel. However, it is the intention of the parties hereto that the Unified Government and the Department retain each and every right and privilege they ever had except insofar as it has, by this

Memorandum, agreed to specific limitations thereon. The Unified Government and the Department have, by certain specific articles of this Memorandum, relinquished a portion of their exclusive management rights and it is understood that those articles shall supersede the reservation of rights to the extent of the article in conflict.

The exclusive rights of the Unified Government and the Department which are not abridged other than by this Memorandum shall include, but are not limited to, their right to determine the existence or nonexistence of facts which are the basis of a management decision; to establish or continue policies, practices and procedures for the conduct of the Department and to change or abolish such policies, practices or procedures; to introduce new or improved methods, equipment or facilities; to discontinue processes or operations or to discontinue their performance by employees; to select, determine and schedule the number or type of employees required; to assign work to such employees in accordance with the requirements determined by the Department; to establish and change work schedules and assignments; to determine the facts of lack of work; direct the work of their employees; hire, promote, demote, transfer, assign and retain employees in positions within the department; discipline, suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; to lay off or furlough employees; take actions as may be necessary to carry out the mission of the Department in emergencies; determine the method, means and personnel by which operations are to be carried on; to unilaterally develop standard operating procedures, general and special orders and rules and regulations not in conflict with this Memorandum; to establish and maintain reasonable standards for wearing apparel and personal grooming; and all other prerogatives and responsibilities normally inherent in management of the Unified Government and the Department which are not in conflict with the specific provisions of this Memorandum. All management rights, power,

authority and functions other than those relinquished by the Unified Government and the Department in this Memorandum shall remain vested exclusively in the Unified Government and the Department.

Neither the Unified Government, the Department nor the Lodge through their officers, members, representatives, agents or committees, shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Memorandum.

The Sheriff shall have the exclusive right to assign, or not to assign department vehicles by bid positions to be taken home by the employee. Department/Unified Government vehicles shall be parked at the employee's residence and only used for authorized Unified Government business.

#### **ARTICLE 4: PROBATIONARY EMPLOYEES**

New employees shall be considered Probationary Employees from their date of hire through the date that such employees have completed their Academy training, the Jail Training Officer Program ("JTO Program") and six (6) months of continuous employment after completion of the JTO Program. Any interruption of employment except for on-the-job injuries (leave, sickness, injury, etc.) during the probationary period in excess of ten (10) working days shall not be counted as part of such probationary period. Probationary Employees may be discharged or disciplined at the sole discretion of the Department without recourse to the provisions of this Memorandum.

Probationary Employees shall not accrue seniority until the completion of their probationary period. Upon the completion of the probationary period, the employees' seniority date will be measured from their date of hire as provided in Article 5.

## ARTICLE 5: SENIORITY

### *Section 5.1 General*

#### a) Deputies.

Seniority shall be measured by continuous service as a Deputy in the Department from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence of not to exceed ninety (90) days and lay-off not in excess of two (2) years. Seniority shall be broken by discharge, resignation, retirement, lay-off in excess of two (2) years, permanent disability, or disciplinary suspensions of forty-five (45) working days or more or if the employee is called back to work from layoff and does not report for work within fourteen (14) calendar days of receipt of written notice by certified mail. In cases of disputes concerning seniority, the Department's records shall govern. The seniority of officers with the same date of hire will be decided by the officer's class academic ranking. Academic ranking will be based upon total points scored on all tests given during the basic academy class. Temporary or part-time employees shall not accumulate nor exercise any seniority rights. Department seniority shall be utilized as indicated in this Memorandum.

#### b) Military Leave

Military leaves of absence shall not affect seniority in accordance with applicable Federal laws governing the same.

### *Section 5.2 Seniority Rosters*

The Lodge will be provided with up-to-date seniority rosters containing names and length of service of Deputies. These seniority rosters will be posted at reasonable locations.

## **ARTICLE 6: WORK PERIODS**

### ***Section 6.1 General***

The Sheriff has the management right to change the hours of work shifts or work periods and to institute new work shifts or periods or discontinue existing work shifts or periods. The Sheriff agrees to notify the Lodge at least thirty (30) days in advance of implementing any such planned changes.

### ***Section 6.2 Standard Work Period***

The standard work period for Deputies assigned to 8 – hour shifts shall be seven (7) days for a total of forty (40) hours with two (2) consecutive days off. The standard work period for Deputies assigned to eight and one quarter (8 ¼) hour shifts shall be seven (7) days for a total of forty and one quarter (41 ¼) hours with two (2) consecutive days off. The standard work period for deputies on twelve and one quarter (12 ¼) hour shifts in the Detention Division shall be seven (7) days for a total of forty-three (43) hours, with three (3) consecutive days off. Deputies in the Detention Center may also be required to attend training for an additional two (2) hours each month, for which they shall receive compensation as any other hours worked. Standard work periods may vary during shift or job change periods. The work week shall be established to conform to the requirements of federal and state law and so as to facilitate Unified Government payroll procedures.

### ***Section 6.3 Standard Work Day***

The standard work day for those Deputies assigned to the Detention Center on twelve and one quarter (12 ¼) hour shifts shall be twelve and one-quarter (12 ¼ ) consecutive hours in a twenty-four hour period, except for a forty-five (45) minute paid intermission for lunch and for deputies in the Detention Center assigned to eight (8) hour shifts it shall be 9 consecutive hours in



a twenty-four hour period, except for a one-hour unpaid intermission for lunch, and for deputies in the Detention Center assigned to a six and one quarter (6 ¼) hour shift, it shall be six and one-quarter (6 ¼) consecutive hours in a twenty-four (24) hour period, including a twenty (20) minute break period. The standard work day for those deputies assigned to the Operations Division and Community Support Services on 8-hour shifts shall be eight and three-quarters (8 ¾) consecutive hours in a twenty-four (24) hour period except for a thirty (30) minute unpaid intermission for lunch.

***Section 6.4 Meal Period for Detention Employees***

Each employee's meal period shall be taken at a time during his regular work day as designated by the employee's supervisor. The meal period shall be as indicated above in Section 6.3. The Sheriff shall establish reasonable rules permitting food to be served in the Officer's Mess or brought from or delivered to the detention facility from home, commercial establishments or vendors. If possible, each employee on twelve and one quarter (12 ¼) hour and six and one quarter (6 ¼) hour shifts will also be allowed a fifteen (15) minute break during shift.

**ARTICLE 7: OVERTIME**

***Section 7.1 General***

a) Employees on 8-hour shifts shall receive one and one-half (1-1/2) times their actual hourly rate of pay, or compensatory time up to a maximum of two hundred (200) compensatory hours, for work performed in excess of forty (40) hours in a given work period. Employees on 8 ¾ -hour shifts shall receive one and one-half (1-1/2) times their actual hourly rate of pay, or compensatory time up to a maximum of two hundred (200) compensatory hours, for work performed in excess

of forty one and one-quarter (41¼) hours in a given work period. Employees on twelve and one quarter (12 ¼) hour shifts (with one (1) day at six and a quarter (6 ¼) hours) shall receive one and one-half (1-1/2) times their actual hourly rate of pay, or compensatory time up to a maximum of two hundred (200) compensatory hours, for work performed in excess of forty-one (41) hours in a given work period. (Provided, that, no employee shall have accumulated more compensatory hours on the books than that allowed by Federal law and/or regulation.) Compensatory time may be paid in lieu of overtime payment if the employee so elects. For the purpose of overtime calculations, pre-approved use of holiday, vacation and compensatory time and jury duty is considered time worked. For the purpose of this section, pre-approved is defined as receiving written approval from the employee's supervisor via the usual leave request form at least twenty-four (24) hours prior to the start of the shift. Management has the right to determine staffing needs and whether any holiday, vacation or compensatory time will be pre-approved. Any unplanned use of holiday, vacation and compensatory time without sufficient pre-approval is not considered hours worked for the purpose of calculating overtime. Holidays cashed in during the annual holiday buy back period provided for in Section 12. 3 shall not count as hours worked.

(b) The assignment of voluntary overtime shall be offered to deputies on the same division and shift when the need for the overtime is posted according to their relative position on the Department seniority list, starting from the most senior to the least senior deputy. It may then be offered to deputies on other divisions or shifts following the same protocol. The assignment of forced overtime shall be based on a round robin system within the division starting with the least senior deputy to the most senior deputy. Every six (6) months the round robin system of forced overtime shall be reset so that the least senior deputy within the division shall again be the next deputy

required to work forced overtime and then again progressing to the most senior deputy within the division.

(c) Voluntary overtime to cover a Sergeant's position shall first be offered to other Sergeants in the same division based on their seniority in grade. In the Operations Division, if no Sergeant within the Division will volunteer, then the assignment shall be offered to Sergeants who have completed the Field Training Officer Program to cover the affected first shift. If no Sergeant that has completed the Field Training Officer Program agrees to cover the shift in the Operations Division or, in Detention if no Sergeant will volunteer, then the assignment shall be offered to Deputies in accordance with the procedures specified in Section 18.2 (Acting Sergeant).

(d) If the Department determines within its sole discretion that it will fill a Detective's absence on an overtime assignment or determines that additional detective manpower is required after normal working hours, such assignment shall be on an on-call basis. The on-call schedule of Detectives shall be established by the Department. If additional detective staffing is needed after the on-call detectives have been called in, then such additional detective positions shall be assigned on a seniority basis in the case of voluntary overtime and a reverse seniority basis in the case of forced overtime. An employee shall only be entitled to overtime compensation if they satisfy Section 7.1(a) above.

(e) If an employee is off-duty and reports for an assignment and the Department determines that his services are not needed, he shall receive a minimum of two (2) hours pay. Such two (2) hours pay shall be at the straight time rate unless such two (2) hours would qualify for overtime compensation under Section 7.1(a) above.

(f) Upon acceptance of a voluntary overtime shift or upon assignment of an involuntary overtime shift, an employee shall be obligated to work such shift. Employees, who are required to work overtime or volunteer to work overtime, who do not work and do not have approved leave shall be subject to the following discipline:

1. First instance: Documented Warning (email or memorandum will suffice; no blanket warning, i.e. roll call discussion, will be permitted; after 1 year, to be stamped “Not to Be Used as Discipline” in employee’s file.)
2. Second instance: Written Reprimand (no blanket warning, i.e. roll call discussion, will be permitted; after one (1) year, to be stamped “Not to Be Used as Discipline” in employee’s file.)
3. Third instance: Fifteen (15) points
4. Fourth instance: An additional fifteen (15) points
5. Fifth instance: An additional fifteen (15) points and a one (1) day suspension without pay.

#### *Section 7.2* Duty to Perform

Employees may be required to work a reasonable amount of forced overtime, not to exceed a total of twenty (20) hours overtime per standard work week and may be subject to discipline for any refusal to work when ordered. Overtime will be offered on the basis of seniority to employees who will work the overtime hours consecutively on the preceding or following shift within the shift where the overtime becomes available. Absent exigent circumstances, pre-shift and post-shift forced overtime shall not cause any deputy to work more than twelve and one-quarter (12 ¼) consecutive hours in a single work day as defined in Section 6.3. In cases of natural disasters and declared emergencies, this twenty (20) hour limitation may be exceeded.

No employee within a unit assigned standard work hours shall have his hours of work or days of work changed within their area of assignment as a punitive measure or specifically for the purpose of avoiding the payment of overtime.

### ***Section 7.3 Court Time***

Employees shall receive pay at the overtime rate for a minimum of one (1) hour or time actually worked, whichever is greater, for court appearances arising from their direct employment with the Unified Government when required to appear while off-duty. Employees will not receive court time pay for appearances while on duty.

In addition, employees so appearing will receive one (1) hour's pay at the overtime rate for travel to each court appearance provided that at least two (2) hours have passed between the termination of one (1) court appearance and the beginning of the next. Employees will not receive court overtime pay for a court appearance arising from off-duty employment. Employees shall have the option of selecting compensatory time or overtime payments for all court time.

In order to receive court time pay, employees must have their court appearance verified by the prosecuting attorney involved in the case.

### ***Section 7.4 Out of County Prisoner Transport***

Deputies will receive at least twenty-four (24) hours' notice of scheduled out-of-county transports. On out-of-county transports, deputies will be allowed to miss roll call for that day with their supervisor's previous approval, in order to begin the trip. On all prisoner transport trips which involve an overnight stay, the Unified Government will pay for the transporting deputies' dinner, lodging and breakfast. U.G. issued credit cards will be used to purchase inmates meals when necessary.

## **ARTICLE 8: DISCIPLINE**

### ***Section 8.1 Authority to Discipline***

The Lodge recognizes that the Department has the responsibility for maintaining discipline and the efficient and orderly operation of the Department. Accordingly, the authority to discipline employees is vested exclusively in the Sheriff or his designees. Employees, excluding probationary employees, shall only be disciplined or discharged for just cause. Discipline or discharge for just cause shall include, but shall not be limited to, discipline or discharge for violation of the Department's or Unified Government's Rules or Regulations, General and Special Orders and Standard Operating Procedures. The Department's and Unified Government's Rules and Regulations, General and Special Orders and Standard Operating Procedures may be modified from time to time by the Department or Unified Government. Management agrees to inform Bargaining Unit Representatives thirty (30) days in advance of any changes in the above before said changes are to take place, unless otherwise agreed upon. In accordance with state law and the Kansas Public Employer-Employee Relations Act, the parties agree to meet and confer in good faith regarding any changes in Rules and Regulations, General and Special Orders and Standard Operating Procedures which address mandatory subjects of bargaining.

### ***Section 8.2 Imposing Discipline***

All employees are expected to comply with the employer's standards of behavior and performance and any non-compliance with their standards may result in disciplinary action.

Under normal circumstances, the Unified Government and Sheriff endorse a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve.

The severity of discipline imposed shall be consistent with the offense committed. Discipline will be preceded by verbal counseling or warning in all minor violations. When notice of disciplinary action is given to an employee, a copy will be provided to the Lodge. Discipline may include the following:

1. Documented Warning (email or memorandum will suffice; no blanket warning, i.e. roll call discussion, will be permitted; after 1 year, to be stamped “Not to Be Used as Discipline” in employee’s file.)
2. Written Reprimand (no blanket warning, i.e. roll call discussion, will be permitted; after 1 year, to be stamped “Not to Be Used as Discipline” in employee’s file.)
3. Points.
4. Suspension
5. Demotion (in Sergeants and Detectives cases only)
6. Discharge

Records of verbal and written counseling or warning shall be removed from the employee’s personnel file after one (1) year. All documents must be reviewed by the Sheriff or Undersheriff prior to being placed into an employee’s file.

### ***Section 8.3 Imposition of Discipline***

Under normal circumstances, the Department will not impose any proposed discipline until the employee involved and the Lodge have concluded their appeals under the Grievance Procedure as outlined in Article 10 of this Memorandum.

**Section 8.4 Forfeiture of Benefits and Rights**

Employees who are terminated for just cause shall forfeit all employment benefits and rights, except accumulated vacation days, and compensatory time as provided in Unified Government written policy, retirement benefits in accordance with applicable law and any accrued wages.

**ARTICLE 9: JOINT STANDING COMMITTEES**

**Section 9.1 – Joint Uniform & Equipment Committee**

There shall be a joint uniform & equipment committee composed of six (6) members, three (3) appointed by the Lodge and three (3) appointed by the Sheriff. The Sheriff shall appoint the chairperson from members of the committee. The purpose of the committee shall be to study, evaluate and make recommendations to the Sheriff concerning the purchase of new uniforms or equipment or the upgrading, utilization, maintenance or upkeep of Department uniforms or equipment and personal appearance of employees. The committee shall meet bi-annually, and submit an annual written report to the Sheriff and the Lodge detailing its proposed recommendations by December 31st of each year. No change may be made in uniform/equipment requirements without thirty (30) days advance notification to the Lodge. Except for exigent circumstances, no change in uniform/equipment requirements shall be made prior to March 1<sup>st</sup> in any given calendar year.

**Section 9.2 – Joint Safety Committee**

There shall be a Joint Safety Committee composed of four (4) members. The Sheriff shall have authority to appoint two (2) members to this committee. The Lodge shall have authority to



appoint two (2) members to this committee. The Sheriff shall appoint the chairperson from the members of the committee. The purpose of the Committee shall be to study, evaluate and make recommendations to the Sheriff concerning the safety of officers and inmates of the detention facility. The committee shall meet quarterly on dates determined by the Committee and submit an annual written report to the Sheriff and the Lodge detailing its proposed recommendations by December 31<sup>st</sup> of each year. Should either management or the Lodge fail to participate in the scheduled meeting, a report may nonetheless be submitted by the parties who were in attendance at the scheduled meeting. However, both parties shall make all reasonable attempts to participate in the quarterly meetings.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### ***Section 10.1 General***

The parties shall make sincere and determined efforts to settle meritorious grievances at the voluntary steps of the grievance procedure and to keep the procedure free from unmeritorious grievances. Where a matter within the scope of this grievance procedure is alleged to be both a grievance and a prohibited practice under the jurisdiction of the Public Employee Relations Board, the Lodge may elect to pursue the matter under either the grievance procedure herein provided or by action before the Public Employee Relations Board. The employee's election of either procedure shall constitute a binding election of the remedy chosen and waiver of the alternative remedy. Any time limit set forth in this procedure may be extended by the parties' written agreement to do so.

## **Section 10.2 Discipline Grievances**

In the event of a grievance arising from any discipline, such grievance shall be processed through the grievance procedure. A Lodge representative will be present during any step of the grievance procedure, unless the employee requests that the Lodge representative not be present. Other than criminal internal affairs investigations, the Department further agrees to allow a Lodge representative to be present during investigatory interviews of a deputy upon such deputy's request when the deputy reasonably believes that the investigatory interview may result in discipline. The Lodge and the affected deputy shall be given no less than two (2) hours written notice of any show cause hearing, which may be extended upon a written request by the Lodge for additional preparation time.

### **Step I**

The matter must first be submitted in writing to the Undersheriff's office within twenty (20) calendar days after the occurrence giving rise to the grievance, or after becoming known, or it shall be considered as dropped. The Undersheriff's office shall reply in writing within twenty (20) calendar days or the grievance shall be found in the employee's favor. Grievances over written warnings or reprimands shall not proceed past this step of the Grievance Procedure.

### **Step II**

If no settlement is reached by the parties under Step I, the matter shall be resolved as follows.

#### **A. Points.**

The assessment of points shall only be grievable through Step I above. If points are used for the purposes of progressive discipline, the Lodge shall be entitled to challenge the merits of

the assessment of points at a subsequent grievance proceeding, once there is discipline imposed that rises to the level of suspension.

*B. Suspensions of Thirty Days or Less.*

Step II of the grievance process for disciplinary suspensions of thirty (30) days or less shall go to the Grievance Board, hereinafter described, for determination. If the Lodge desires to pursue Step II of the grievance process, it must make such a request in writing to the Sheriff within twenty (20) calendar days after the employee receives the Employer's response under Step I. The Grievance Board for all Deputies shall be composed of one (1) duly-designated Lodge representative chosen by the Lodge and one (1) duly-designated Department representative of the rank of Captain or above, selected by the Sheriff. One additional individual shall be appointed to the Grievance Board, who shall be selected from a panel by the Federal Mediation and Conciliation Service (FMCS) or as agreed upon by the parties. If the parties do not agree upon the selection of the third member of the Grievance Board, then within fifteen (15) working days of the Lodge's request for a Grievance Board hearing, the parties shall jointly and in writing, request the FMCS to submit a panel of seven (7) arbitrators, from which the parties shall select one individual to sit on the Grievance Board. Within fourteen (14) days after receiving such a list, the parties, or their respective designees, shall alternately strike names from the list, until only one (1) name remains, which shall be selected to sit on the grievance board. The order of striking names shall be determined by the toss of a coin. All fees, costs and expenses of retention of such individual shall be shared equally by the Lodge and by the Department. The Grievance Board authority shall be governed by Step III, Subsection 5 of this Article.

The Grievance Board shall meet promptly upon call but in any event not later than sixty (60) days after the selection of the third-party Grievance Board member, unless otherwise agreed upon by the parties. Employees serving on the Grievance Board will be compensated at their normal rate of pay while serving. Each party shall provide to the other at least ten (10) calendar days prior to any hearing before the Grievance Board a list of witnesses who may testify and a copy of exhibits, which may be offered at the hearing. Any amendments to the lists of witnesses or exhibits shall be provided in writing at least five (5) calendar days prior to the hearing. Witnesses employed by the Department shall be notified by the Department and be made available to testify. Attorneys at law shall be permitted to appear at Grievance Board hearings as a representative of each party. The deliberations of the Grievance Board shall be confidential. A majority vote of the Grievance Board shall be final and binding on the parties.

The decision shall not be arbitral for any reason.

*C. Suspensions of Thirty Days or More, Demotions or Terminations.*

Grievances involving suspensions of thirty (30) days or more, demotions or terminations shall proceed to mediation through the FMCS or through such other mediation process as agreed to by the parties prior to proceeding to Step III below. If the Lodge desires to proceed to this step in the grievance process, the Lodge shall make such a request in writing to the Sheriff within (20) calendar days after the employee receives the Employer's response under Step 1. Mediation must be conducted within sixty (60) (60) days of the Employer's response under Step I, unless the parties mutually agree to a longer period. If the matter is not resolved through mediation, it may proceed to arbitration if requested in accordance with Step III below.

### Step III

Arbitration may be requested in the following manner:

1. Notice in writing of intent to arbitrate in disciplinary cases involving suspensions of thirty (30) days or more, demotions or terminations shall be delivered by the parties seeking arbitration to the opposing party within twenty (20) days of the mediation in Step II. . For contract interpretation grievances, pursuant to section 10.3, notice of intent to arbitrate shall be delivered within thirty (30) calendar days following the joint meeting of the parties' legal representatives. If notice of intent to arbitrate is not delivered within the time limits set out herein, the grievance shall be deemed abandoned.

2. Within fifteen (15) calendar days after the above notice is delivered, the parties will submit a joint request for a panel of arbitrators from the FMCS.

3. Within fifteen (15) calendar days after receipt of the panel of arbitrators from FMCS, the parties will alternately and independently strike unacceptable arbitrators from the list, with the last remaining arbitrator being selected.

4. Employees shall be paid for the time spent in attending an arbitration proceeding under the procedure set forth in section 7.3 of this M.O.U.

5. The jurisdiction and authority of the arbitrator shall be bound by the following.

- a. The arbitrator shall have the authority to determine the procedural rules of arbitration and shall have the ability to make such binding orders as are necessary to enable him or her to act effectively. The arbitrator shall

observe the rules of evidence and his or her decision shall be final and binding on both parties.

- b. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Memorandum.
- c. In the resolution of disputes between the parties to this Memorandum, the arbitrator shall give no weight or consideration to any matter except the specific language of this Memorandum and the facts and evidence presented by the parties in the presence of each other.
- d. The arbitrator shall have no authority to substitute his or her judgment for that of the Employer, nor shall he or she have authority to usurp, subtract from, modify or exercise any management right of the Employer.
- e. In discipline or discharge matters, the arbitrator shall have the discretion to increase or decrease the discipline imposed, if the evidence so warrants.

The cost of the arbitrator shall be shared equally by the Employer and the Lodge.

### ***Section 10.3 Contract Interpretation Grievances***

An impasse in any negotiations for any Memorandum of Understanding shall not constitute a grievance. Any grievance or complaints concerning contract interpretation must first be filed in writing at Step 1 of the Grievance Process within thirty (30) calendar days after the occurrence giving rise to the grievance, or after becoming known, or shall be considered as being dropped in the Department's favor. The parties will endeavor to resolve the grievance through that process. In the event of any complaint or grievance concerning interpretation or application of this

Memorandum, other than disciplinary issues, is not resolved through the informal process, the Unified Government's legal representative shall discuss with the Lodge's legal representative the question of interpretation of the Memorandum and both may choose to jointly meet with all involved parties to attempt to resolve the issue. If the parties are unsuccessful in resolving the conflict, either party may request that the matter be arbitrated as provided in Step III within thirty (30) calendar days of the joint meeting or the date the parties decide that a meeting is not beneficial.

### **ARTICLE 11: STRIKES**

The Lodge, on behalf of its membership, recognizes that the protection of the public health, safety and welfare are of paramount importance to itself, the Department. Therefore, during the life of this Memorandum the Lodge will not condone, nor encourage nor instigate any work slowdowns, stoppages or strikes, or any actions that are detrimental to the operations of the Department.

Any violation of this Article may be the subject of disciplinary action, including discharge.

The Lodge shall, within twenty-four (24) hours of the commencement of any of the acts prohibited herein, take all reasonable affirmative action to terminate such conduct.

### **ARTICLE 12: VACATIONS - HOLIDAYS- PERSONAL DAYS - FUNERAL LEAVE - MILITARY LEAVE - JURY DUTY - FAMILY AND MEDICAL LEAVE LEAVE WITHOUT PAY -MATERNITY**

***Section 12.1 Vacations***

After completing one (1) year of service each Deputy shall be entitled to vacation pay prorated in accordance with section 12.1(c) of this article for any portion of the initial year of employment occurring before January 1st. Thereafter vacation pay shall be earned from January 1st of each year to January 1st of the next year on the following basis:

<b><u>Continuous completed years</u></b>	<b><u>Vacation entitlement</u></b>
Over 1 year of service	15 days
Over 5 years of service	20 days
Over 11 years of service	25 days
Over 19 years of service	30 days

Each day of vacation entitlement shall be in the same number of hours as the employee's then assigned shift even if the employee's shift was different when the vacation entitlement was earned. Employees must have completed the requisite years of service prior to January 1 of a given year in order to be eligible for greater vacation benefits that year.

***a) Scheduling***

The vacation period and schedule of vacations of each qualified employee shall be set by seniority, desire, and preference of the employee, consistent with efficient operation of the Department, for the employee's first three vacation choices made during the annual vacation bid which shall occur prior to February 15<sup>th</sup> of any given year. In the event an employee bids to another position or assignment after February 15<sup>th</sup> of any given year, he shall not be entitled to exercise seniority for a preferred vacation. Whenever possible, requests for days off using single vacation



days, comp time, or holidays shall be responded to no later than forty-eight (48) hours after the request has been submitted. If the requesting employee is not on duty, it will be the responsibility of the requesting employee to contact the Department for confirmation of denial or approval of the day off requested.

***b) Exceptions***

Employees shall not accrue vacation time while on unpaid leave of absence, lay-off, suspension or while absent due to an injury or illness unless they are on approved sick leave. In the event an employee is absent from work on an authorized leave of absence, or on lay-off status or due to a non-work related illness or injury for which he is not on approved sick leave, his vacation pay shall be reduced pro rata to the portion of the year he earned and was eligible for vacation privileges.

***c) Pro-Rata Vacation***

For the purpose of computing vacation pay, an employee shall earn one twelfth (1/12) of his vacation pay for each month of service during the twelve (12) month period preceding January 1st of each year. Each month in which an employee works one-hundred ten (110) hours shall be considered a month of service. Employees who are discharged prior to taking their vacation shall not forfeit any right to vacation or vacation pay. Vacation time shall normally be taken in the calendar year in which the vacation falls.

***d) Vacation carryover***

Employees may carry over up to thirty days of accrued and unused vacation each year, but the total accumulated carried over vacation days shall not exceed thirty days. Those employees

who have accumulated more than thirty (30) carryover vacation days as of December 31, 2009 shall be permitted to carry over those vacation days in excess of thirty (30) from year to year however, those employees shall not be permitted to accumulate any additional carryover vacation days until their total number of carryover vacation days is less than thirty (30). Those employees hired prior to January 1, 2016 who have accumulated less than thirty (30) vacation days may accumulate up to thirty (30) vacation days. Those employees hired on or after January 1, 2016 shall not be permitted to carry over a vacation leave time bank in excess of twenty-six (26) days of accrued vacation leave from any one (1) year to the next.

e) **Vacation Buy-Out**

Employees shall be paid for accrued, unused vacation pay standing to their credit at the time of their departure from the Department. In the case of death of any employee for any reason, such payment shall be paid to the person or persons designated as that employee's beneficiary or beneficiaries under the Kansas Police and Fire Retirement System or KPERS.

f) **Scheduling**

Employees will annually bid for vacation between January 15<sup>th</sup> and February 15<sup>th</sup> for any dates through February 15<sup>th</sup> of the following year.

When bidding for vacation time between January 15<sup>th</sup> and February 15<sup>th</sup>, Department seniority will only apply when scheduling the first three choices of vacation time for each employee. A choice of vacation time is defined as a contiguous block of time uninterrupted other than by holidays and/or regular days off. Vacations or holidays scheduled after February 15<sup>th</sup>, for any dates through February 15<sup>th</sup> of the following year, will be on a first come first served basis. Vacation calendars must be posted after February 15<sup>th</sup> in an area open to inspection by all Deputies.

***Section 12.2 Sick Leave***

***a) Entitlement***

A permanent employee hired prior to January 1, 2016 shall accumulate sick leave with pay; at the rate of one and one fourth (1 1/4) calendar days for each calendar month of service. All permanent employees hired on or after January 1, 2016 shall be allowed leave with pay due to sickness or non-duty related injury at a rate of one (1) calendar day for each calendar month of service. Each sick day taken will be in the same number of hours as the employee's then assigned shift even if the employee's shift was different when the sick leave entitlement was earned. Sick leaves shall not accumulate during general leaves of absence, educational leaves, military leaves, suspension or layoff. Employees must actually work or be credited with working at least one hundred and ten (110) hours per month in order to accumulate the sick leave entitlement for that month.

***b) Limitation on Accumulation***

There shall be no limit on the number of sick days that an employee may accrue.

***c) Transferred Employees***

When an employee is transferred to another department of the Unified Government, any unused sick leave that may have accumulated to his credit shall continue to be available for his use, as necessary.

***d) Termination***

Upon an employee's voluntary resignation, termination for just cause or layoff in excess of three (3) years, any accrued, unused sick leave shall be forfeited.

e) **Retirement or Death**

Employees hired before January 1, 2016 who retire or who are killed in the line of duty shall receive regular straight time compensation for any accumulated unused sick leave, but not to exceed one hundred twenty (120) calendar days and such compensation shall not exceed four months base pay. Employees hired on or after January 1, 2016 who retire shall receive regular straight time compensation for fifty percent (50%) of accumulated unused sick leave, but such compensation shall not exceed two (2) months base pay. Thirty days of accumulated sick leave shall be used for each one (1) months equivalent pay. If an employee has less than the referenced number of accumulated sick leave days, he shall receive the pro-rated one-thirtieth (1/30) of one (1) months pay for each day of accumulated sick leave existing at that time. If an employee is killed in the line of duty, his heirs under KP&F or KPERS retirement systems shall be entitled to receive pay for all accumulated sick leave the deceased employee had on the books at the date of his death.

f) **Use Provisions**

Use of accumulated sick leave by an employee or payment to an employee of paid sick leave shall be subject to the following rules:

1. Sick leave may only be used for the purposes for which it was intended, that being to provide an employee with protection against a loss of pay due to an actual illness. Sick leave may be utilized for maternity leave or physical or mental illness.

2. The granting of sick leave shall be at the determination of the Sheriff or his designee

3. The employee shall not be entitled to receive paid sick leave unless he has notified his immediate supervisor of his illness before such paid sick leave is due to begin, unless the delay of such notification can be shown to be unavoidable.

4. The Employer shall have the right to have made, from time to time, by its physician at its expense, such examination as it may deem necessary to ascertain an employee's condition during his illness.

5. Any employee who is absent for three (3) or more consecutive work days due to illness or off-duty injury, may be required to furnish to the Sheriff or his designee a certificate from a duly licensed physician, stating clearly the nature of the illness or injury and the probable length of time it will be necessary for the employee to be absent due to such illness or off-duty injury.

6. If a Detention Deputy, within any twelve (12) consecutive month period, has used eight (8) or more sick leaves or if any Deputy assigned to any other division within any twelve (12) consecutive month period has used five (5) or more sick leaves immediately before or immediately after his regular days off or any other days off, he shall be classified as an excessive user of sick leave and shall be so classified for a period of twelve (12) months. The employee shall be notified in writing within thirty (30) days that he is placed in this category, with a copy directed to the Lodge. When an employee is so classified, he shall be subject to the following rules concerning use of sick leave:

a) On the day the employee returns from sickness the employee shall furnish a statement from a Medical Doctor (M.D.) or licensed Nurse Practitioner to the Sheriff or his designee. The statement shall contain the physician's report as to the cause for the

employee's absence and the physician's statement that the employee was unable to work on the day that he was absent.

b) When an employee is absent from work for four (4) hours or less for a prearranged doctor's appointment, and utilizes sick leave, it shall not be considered an occasion of sick leave for the purpose of identifying excessive users, provided that the physician's statement satisfactorily verifies the employee's attendance at the appointment.

c) If the employee does not furnish a physician's statement, as provided herein, he shall be subject to the following discipline:

i.) 1st offense - three (3) work day's suspension without pay;

ii) 2nd offense - five (5) work day's suspension without pay;

iii) 3rd offense - termination.

7. If an employee uses sick leave on twelve (12) or more occasions in any twelve (12) consecutive month period, he may be notified by the Sheriff or his designee that he is placed on restrictive sick leave for the next twelve (12) months. If the officer uses sick leave on twelve (12) or more occasions during this second twelve (12) month period, he may be subject to termination.

8. Employees on sick leave are prohibited from being gainfully employed by any employer other than the Unified Government or from being gainfully self-employed.

9. Employees may be allowed to donate sick time to other employees in the Wyandotte County Sheriff's Department who have a catastrophic or disabling personal or immediate family illness. Immediate family is restricted to individuals currently defined as such by the FMLA. Employees must have at least one hundred (100) hours remaining after donating to participate. Employees may donate up to forty (40) hours at a time. Sick time hours donated will not be converted into any other form of compensation and donated sick time will not be paid upon separation from employment by the officer receiving the donated time. All other accrued leave and/or time must be exhausted before donated time can be used. Donated sick time shall not be deducted from the donating employee's sick leave time bank until the recipient of such donated sick leave actually uses the donated leave. Employees who have been disciplined for being in violation of the employer's sick leave policy within the previous twelve (12) months of the dated request shall not be eligible to participate in the process. Employees on disability are not eligible to receive donated sick time. The eligibility of an employee to receive donated sick time will be at the discretion of the Sheriff. The maximum number of donated sick leave hours is fifteen months.

**10. Records of Sick Leave**

It shall be the duty of the Department to keep a permanent record of sick leave and each employee's accumulation and use of sick leave.

**11. Use of Sick Leave at Separation**

Sick leave shall not be used for the purpose of extending the length of employment beyond the final day of work except when an employee is awaiting approval of a disability retirement under KP&F OR KPERs.

**12. Bonus Days**

Employees not using any sick leave or injury leave from January 1 through June 30 of any calendar year shall receive one (1) extra day off with pay the following year. Employees not using any sick leave or injury leave from July 1st through December 31st of any calendar year shall receive one (1) extra work day off with pay the following year. Such day may be taken by the employee, schedule permitting and with approval of his or her supervisor. Bonus days taken will be in the same number of hours as the employee's then assigned shift, even if the employee's shift was different when the bonus days were earned.

***Section 12.3 Holidays***

Employees shall receive one (1) day off with pay in compensation for the following holidays:

- |                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Memorial Day           |
| Presidents' Day            | Independence Day       |
| Martin Luther King Jr. Day | Labor Day              |
| Spring Holiday             | Veterans' Day          |
| Thanksgiving Day           | Day After Thanksgiving |
| Christmas Day              |                        |

Employees shall, in addition to the above holidays, receive all other holidays declared to be such by the Unified Government's Board of Commissioners for the benefit of other Unified



Government employees. Holidays taken will be in the same number of hours as the deputy's then assigned shift even if the employee's shift was different when the holiday was earned.

Deputies whose shifts do not allow them the actual holidays off may accumulate holidays as long as they do not bank more than sixteen (16) days at any time. At no time during the year will an employee's holiday time bank be credited with any holidays beyond sixteen (16) days. If an employee has sixteen (16) days in their holiday time bank, any additional holidays earned pursuant to this section shall result in a forfeiture. If an employee wishes to avoid such a forfeiture, it is the responsibility of the employee to manage his or her own time bank.

During each calendar year, employees may elect to "cash in" any holidays in their holiday time bank as of November 31st which are in excess of five (5), up to a limit of eleven (11) days which shall be paid at the employee's normal rate of pay effective on December 1st of that year. This payment shall be made during the first pay period of December.

After the buyback is completed, there shall be no more than five (5) holidays in the employee's bank, which may be carried over into the following year. If any employee has more than sixteen (16) days in their holiday bank, the employee is responsible for using those holidays before December 1st, or they shall forfeit those holidays in excess of five (5) which are not paid out in the annual buyback.

***Section 12.4 Personal Days.***

Personal Days must be preapproved by the shift commander, except that the shift commander may permit an employee to use personal leave without notice in the case of an emergency. Employees may annually convert up to five (5) days of sick leave to personal days. Personal leave shall be deducted from the employee's accrued sick leave. Unused personal leave

continues to accrue in the form of sick leave (not personal leave) and within the guidelines for accrual of sick leave. Personal days taken will be in the same number of hours as the employee's then assigned shift even if the employee's shift was different when the personal day was earned. Nothing herein would preclude the shift commander or his designee from verifying the emergency that the employee is citing as the need for the use of a personal day when the personal leave is used for an emergency and was not pre-approved.

### ***Section 12.5 Leaves of Absence***

Leaves of absence described in this Section 12.5 shall be without pay unless specifically stated or mandated by law that the leave is to be with pay.

#### ***1. General Leaves of Absence.***

Any general leave of absence which shall be granted is the decision of the Sheriff. The maximum general leave of absence shall be for thirty (30) calendar days, but the Sheriff may extend such leave in writing for a period of up to ninety (90) calendar days. Any employee desiring a general leave of absence shall submit a written request to the Sheriff stating the reason for such request, at least seven (7) days prior to the commencement of the requested leave, except in cases of emergency. Before an employee may take a general leave of absence, written permission must be obtained from the Sheriff with notice to the Lodge. The time an employee spends on general leave of absence shall not be counted as time worked in determining any benefits under this Memorandum. Failure to report at the end of a general leave of absence will be considered a voluntary resignation on behalf of the employee. If an employee on a general leave of absence obtains other employment with a law enforcement agency while on such leave, his or her Unified

Government employment will be automatically terminated and the employee will have no recourse whatsoever under this memorandum.

**2. Educational Leave**

Educational leaves, not to exceed twelve (12) months, may be granted without pay to an employee. Requests shall be submitted in writing and must be approved by the Sheriff. The time an employee spends on educational leave shall not be counted as time worked in determining any benefits under this memorandum.

**3. Maternity Leave.**

A leave of absence for maternity shall be granted in accordance with the family and medical leave act (FMLA) or other applicable state or federal law.

**4. Military Leave.**

Any employee who voluntarily or involuntarily enters active duty in any branch of the military service, including all guard and reserve units of the armed forces of the United States, may be granted a military leave of absence without pay in accordance with applicable federal and state law. Any employee who is a member of the National Guard or any other component of the military reserve may be granted a leave of absence without pay to meet his military obligation in accordance with federal and state law. Military obligation means required annual training events, camps and meetings and may or may not, in accordance with applicable federal or state law, include camps and training sessions attended voluntarily. In either case, such employee shall comply with existing federal and state law and regulation and shall comply with Unified Government procedures in requesting such leave and upon his separation from the service he or

she shall be entitled to such benefits accruing to him or her under existing federal or state laws and regulations. An employee on military leave shall report for duty with the Unified Government within ninety (90) days of his separation from service on his initial tour of duty or he will be considered as having resigned voluntarily. Neither sick leave, holidays nor vacation time shall accrue during military leave.

**5. Funeral Leave.**

Each employee shall have, in the event of a death in his or her immediate family, three (3) consecutive calendar days off with pay, one of which shall be the day of the funeral. The employee may be granted one (1) additional day off with pay for each five hundred (500) miles he or she must travel. The term "immediate family" shall include the employee's spouse, child, step-child, parent, step-parent, parent of a spouse or domestic partner, daughter-in-law, son-in-law, sister, brother, sister-in-law, brother-in-law, grandchild, great grandchild, grandparent, grandparent of a spouse, great grandparent, great grandparent of a spouse, and any other relative who lived in the employee's home immediately prior to the date of the death. The Sheriff, at his discretion, may grant funeral leave to an employee to attend the funeral of other relatives, or extend the funeral leave.

**ARTICLE 13: PROMOTIONS**

***Section 13.1 Promotional eligibility, process and selection***

a) ***Promotional Packet.*** Upon the Department's determination that it will fill a Detective, Sergeant or Captain position, the Department shall post a promotional notice requesting that interested employees submit a promotional packet to the Sheriff's Office. The

promotional packet shall include a resume, submitted with college transcripts from a regionally or nationally accredited college and copies of certificates for any of the following:

- a. Kansas Law Enforcement Training Center (KLETC)/Law Enforcement Certification;
- b. Any completed Incident Command System (ICS) courses;
- c. Any completed leadership trainings; and
- d. Any American Correctional Association (ACA) or American Jail Association (AJA) certifications.

***b) Eligibility***

In order to be eligible for promotion a Deputy must have completed at least four (4) continuous years of service with the Department as a Deputy immediately prior to the promotion and must have successfully completed the Department's PRIDE Academy. Even if not eligible to promote on the testing date, a Deputy will be qualified to test for a promotion if the Deputy will have completed at least four (4) continuous years of service with the Department as a Deputy within three (3) years of the testing date. However, the Deputy will not be eligible to promote from the promotion list until the Deputy has completed four (4) continuous years of service as a Deputy in the Department and has successfully completed the Department's PRIDE Academy. If a Deputy that is otherwise eligible to promote but, although currently enrolled in PRIDE Academy, has not yet successfully completed PRIDE Academy, the Sheriff may assign that Deputy to serve as a permanent Acting Sergeant or Acting Detective until that Deputy has successfully completed PRIDE Academy.

*c) Disqualifiers.*

Two (2) commanders with the rank of Major or above shall be selected by the Sheriff to review personnel files for employees submitting promotional packets. Employees submitting promotional packets shall be disqualified from further participation in the Detective, Sergeant or Captain promotional process if:

1. The candidate has two (2) or more founded internal investigations complaints within the three (3) year period preceding the promotional posting date;
2. The candidate has received accumulated major discipline of thirty (30) days or longer within the three (3) year period preceding the promotional posting date;
3. The candidate is classified as an excessive user of sick leave or he or she is placed on restrictive sick leave as of the promotional posting date;
4. The candidate has voluntarily or through disciplinary action been demoted within the three (3) year period preceding the promotional posting date; or
5. The candidate has attended the Kansas Law Enforcement Training Center (KLETC) and failed to complete the basic law enforcement certification course as a result of an academic failure within the three (3) year period preceding the promotional posting date.

If an employee that submitted a promotional packet is disqualified for any of the above reasons, the Undersheriff shall write a letter indicating the disqualifier(s). That letter shall be placed in the employee's file and a copy shall be made available to that employee upon request.

***d) Promotional Process.***

**1. *Written Examination.***

Each candidate must take a written examination prepared in compliance with federal equal opportunity standards. The test shall be compiled by the Sheriff and/or his designees. The purpose of the examination shall be to determine the candidate's suitability for the rank or position sought. The written examination shall be governed by the following:

- a. The written exam shall consist of one hundred (100) questions. These questions shall test the candidate's knowledge of the Sheriff's Office General Orders ("GOs") and the Detention Center Standard Operating Procedures ("SOPs"). The ratio of questions addressing GOs versus SOPs shall be agreed upon by the Sheriff and the Lodge.
- b. All examinations for promotion shall be administered on the same day when possible.
- c. Those candidates who score a total score of seventy percent (70%) or more on the written examinations shall be eligible to move forward in the promotional process, as set forth below.
- d. Following the written examination, a list of all candidates that have met the minimum required score on the written examination and are, therefore, eligible to move forward in the promotional process, will be placed in both the training division and in the Detention Center roll call room.
- e. The following steps, Section 13.1(d) 2-6, of the promotional process

apply only to those candidates who receive a score of seventy percent (70%) or more on the written exam.

**2. *Staff Evaluations of the Attribute List.***

Staff evaluations of the attribute list shall be performed by a panel of three (3) sworn members of the Department. Two (2) of those panel members shall be selected by the Lodge. Those panel members selected by the Lodge shall be supervisors of the candidate, one (1) of which would preferably be a direct supervisor. The third panel member shall be selected by the Sheriff. Each panel member shall use an attribute list that the Lodge and Department have agreed upon and which contain attributes that both the Lodge and Department agree are applicable to the position at issue. Each panel member shall score the candidate for each attribute, which will render a total score by that panel member. Those three (3) panel members' scores shall then be averaged and that average score shall be added to the candidate's final score for the promotional process.

**3. *File and Resume Review.***

This part of the process shall be performed by a panel of two (2) sworn staff members agreed upon by both the Sheriff and Lodge President. The candidate's employee file and promotional packet, submitted by the candidate, shall be reviewed and scored as follows:

- a. Each candidate shall begin with twenty-five (25) total points. The panel members shall utilize a score card, agreed upon by the Department and the Lodge, which contains a list of items for which the candidate shall receive point deductions and additions. A designated value is assigned to each item.
- b. For each item in the deduction category, the panel may only reference



the three (3) year period preceding the promotional testing date.

c. For each item in the addition category, the time frame is unlimited.

d. Only one form shall be used in scoring this part of the process. Thus, the panel members must agree on each addition and deduction.

e. The net value of the twenty-five (25) points the candidate begins with, minus the total deductions, plus the total additions, shall be the score that is added to the candidate's final score for the promotional process provided, however, that the maximum score a candidate may add to his or her final score from this File and Resume Review step of the process is fifty (50) points. Thus, if a candidate's net value from this step of the process is greater than fifty (50) points, fifty (50) points, and not that greater net value, is the value that will be added to his or her final score in this promotional process. Likewise, if a candidate's net value from this step of the process is less than zero (0), a score of zero (0) is the value that will be used for the candidate for this step of the promotional process. There will be no negative value scores used for any candidate in this step of the promotional process.

#### **4. *Oral Interviews.***

Oral interviews shall be conducted by a panel of three (3) sworn members of the Department. This panel shall be comprised of two (2) Captains or above and one (1) Sergeant or Detective, depending on the position at issue. The panel members shall be mutually agreed upon by the Sheriff and the Lodge President. Each panel member shall separately score the candidate. Those three (3) scores shall then be averaged. The average score that the candidate

receives from the oral interviews shall be added to the candidate's final score for the promotional process.

**5. Scoring**

A candidate's final overall score for the promotional process shall be the combined total of each score from items 1-4, above.

**6. Selection**

The candidates' final scores for the promotional process shall be submitted to the Sheriff. The list submitted to the Sheriff shall contain each candidate's name, date of hire, date of current rank, the candidate's score for each aspect of the promotional process and the candidate's final total score from the promotional process. A candidate may be required to participate in a leadership assessment or any other instrument or interview, at the discretion of the Sheriff. The selection of the candidate(s) to be promoted shall be done at the sole discretion of the Sheriff. The Sheriff shall not be bound by the ranking of the candidates' final promotional scores.

**f. Promotion Eligibility List.**

Separate eligibility lists shall be established for those seeking promotion to the ranks of Detective, Sergeant and Captain. The list shall be valid for a period of three (3) years or until a new promotion eligibility list is published by means of a new promotional process, whichever occurs first. Each list shall be published and posted in prominent places in the Department and a copy of each list shall be provided to the Lodge within ten (10) days of its promulgation. The Sheriff will make his selection for promotion only from the eligibility list.

**g. Detective**

Eligibility, disqualifiers, the promotional process and selection for Detective shall be identical to 13.1(a)-(e), above.

***h. Captain***

***1. Eligibility.***

In order to be eligible for promotion to Captain a Detective or Sergeant must have completed four (4) years of continuous service in the Department, three (3) continuous years in grade as a Detective or Sergeant in the Department and completed the Department's PRIDE Academy. Even if not eligible to promote on the testing date, a Detective or Sergeant will be qualified to test for a promotion if the Detective or Sergeant will have completed at least four (4) continuous years of service with the Department and three (3) years in grade as a Detective or Sergeant in the Department within three (3) years of the testing date. However, the Detective or Sergeant will not be eligible to promote from the promotion list until the Detective or Sergeant has completed four (4) continuous years of service in the Department, three (3) continuous years in grade as a Detective or Sergeant in the Department and successfully completed the Department's PRIDE Academy. If a Detective or Sergeant that is otherwise eligible to promote but, although currently enrolled in PRIDE Academy, has not yet successfully completed PRIDE Academy, the Sheriff may assign that Detective or Sergeant to serve as a permanent Acting Captain until that Detective or Sergeant has successfully completed PRIDE Academy.

***2. Disqualifiers***

The disqualifiers listed in 13.1(c) apply to candidates seeking promotion to Captain.

### **3. *Promotional Process***

The promotional process and selection for Captain shall be identical to 13.1(d)-(e), above, with the exception that the oral interview panel under 13.1(d)(4) shall consist of three (3) Captains or above, selected by the Sheriff or his designee.

## **ARTICLE 14: LAYOFF/RECALL**

### ***Section 14.1 Layoffs***

Layoffs are involuntary separations made because of lack of work or reduction in force. Layoffs shall be made in the inverse order of seniority within the Department.

An employee shall maintain his recall rights for two (2) years from the date of his layoff. The Department may not hire new employees while such employees are laid off for a period of less than two (2) years and are qualified and capable of immediately returning to work. When employees are recalled, they must be recalled in the order of seniority, i.e., the most senior laid off employee must be recalled first.

### ***Section 14.2 Recall***

The term recall shall apply only to employees who were separated from employment with the Unified Government by layoff. Reemployment after resignation, discharge or one (1) year after the layoff date shall not be considered a recall.

The Personnel Department shall have the prime responsibility for administering the recall policy. The Department shall have the responsibility for maintaining their separate recall files.

Accepting any Department sworn position within one (1) year constitutes a recall and automatically removes the laid-off employee's name from the recall file. If the Department calls employees back, the call back shall be in the inverse order of the layoff. An employee recalled to a sworn position shall report to work within fourteen (14) calendar days of receipt of notice of his recall or he shall forfeit all seniority rights and all future recall rights. Notice of recall shall be provided by certified mail, return receipt requested, to the employee's last address furnished to the Employer.

## **ARTICLE 15: BIDDING PROCEDURES/WORK ASSIGNMENT**

### ***Section 15.1 Bidding Procedures***

#### ***a. Annual Bid***

Deputies shall be assigned annually to their respective job assignments, shifts and days off by the division commanders on a bid basis in accordance with seniority. Bidding shall occur annually on or before December 15 of each year to become effective the first day of the first pay period in January. Probationary deputies shall have no bidding rights, and may be assigned at the discretion of the division commander after all eligible deputies have bid. Bidding shall occur at a designated place which is mutually agreed upon by the Sheriff and the Lodge, and shall take place between the hours of 0800 and 1700. Deputies shall be assigned a time to bid in accordance with their seniority. Once a Deputy has submitted his bid, he shall immediately leave the bidding area.

Upon the Department's receipt of written documentation indicating that an employee will be vacant from work for a period of thirty (30) calendar days or longer or upon an employee's actual vacancy from work for a period of thirty (30) calendar days or longer the Department may post such vacant position for bid. Such bid shall be awarded on a seniority basis. If the successful bidder is incapable of fulfilling the vacant position which he has successfully bid within ten (10) calendar days of its effective date, then the position shall be considered vacant and shall be filled by another officer from the same bid. When the vacant employee returns to work such employee shall be restored to his or her original position.

***b. Absentee Bid - Failure to Bid***

In the event a Deputy is going to be absent during the entire period in which he is assigned to bid, he shall have an opportunity to exercise his bid right by proxy. The proxy shall be signed by the Deputy and shall specify four alternate bid choices. The proxy shall be given to the President of the Lodge or his designee, who shall exercise it, and provide one copy to the Sheriff's designee. If the absent Deputy is unable to obtain a bid position with any of his alternative choices, he shall then be assigned to an unbid position by the Sheriff's designee.

Deputies who do not exercise the opportunity to bid during the appropriate period shall forfeit their right to bid. The Deputy may be assigned to any unbid position by the Sheriff's designee. All bids shall be tabulated and certified by the Sheriff's designee, and the President of the Lodge, or his designee.

Prior to implementation, the Employer agrees to notify the Lodge at least 30 days in advance of any changes or additions in bid assignments or shifts and allow for rebids or 'bumps' where applicable.

**Section 15.2 Operations Division**

Positions in the Operations Division to be bid, not including Sergeants, are:

Court Transport	10*	(Mandatory 1 Female)
Juvenile	1*	
Probate	1*	
Out of County	2*	
District	16*	

\* Numbers subject to modifications by the Sheriff based on workload evaluation and his exercise of management rights under section 3.2 of this Memorandum.

Bidding procedure for shifts and days off for Operations positions will be as outlined in Section 15.1 of this Memorandum. Full-time regular vacancies in the Operations Division shall be filled on a bid basis according to Department seniority, with the exception of Tax Deputy, Tag Enforcement, District 1116 Deputy and School Resource Officer, which shall be filled with a call-for-resume as provided in Section 15.11 of this Memorandum.

**Section 15.3 Detention Division**

Determination of the number of employees assigned to positions in the Detention Division shall be within the management right and sole determination of the Sheriff and shall be subject to modifications by the Sheriff based on workload evaluation. Deputies not bidding booking/intake, property room, central control, intake movement, Trustee Officer or Sergeants' positions will be General Assignment Deputies and will be rotated between pod, rover and fill-in assignments on a regular, fair and equitable basis. Bidding procedures for positions, shifts and days off for the

Detention Division will be as outlined in Section 15.1 of this Memorandum. Full-time regular vacancies in the Detention Division shall be filled on a bid basis according to Department seniority, with the exception of Property Officer and Inmate Worker Supervisor, which shall be filled with a call-for-resume as provided in section 15.11 of this Memorandum.

#### ***Section 15.4 Law Enforcement Officer Certification***

When the Department sends deputies for Kansas Law Enforcement Certification, these selections shall be determined by seniority, however, any Deputy choosing to seek certification as a law enforcement officer, who was hired prior to 2009, shall have previously passed a written examination approved by the Sheriff and the Lodge. Any Deputy passing the written examination shall remain on the list.

If able and manpower permitting, the Sheriff may select three (3) eligible candidates from the list by departmental seniority for attendance at each class session at the KLETC or any other law enforcement training academy certified by the State of Kansas to provide L.E.O. certification training. The Sheriff shall be allowed to fill one of the three (3) KLETC positions per year with the most senior eligible member of the S.E.R.T. team irrespective of the employee's departmental seniority. The number of candidates shall be determined by KLETC.

Prior to attendance at any training academy for certification, the candidate selected on seniority must meet all other qualifications required by the KLETC or any other law enforcement training academy certified by the State of Kansas to provide L.E.O. certification training including but not limited to physical and mental minimum standards. Should a deputy be withdrawn from KLETC for academic reasons, he shall not again be eligible to attend KLETC until the expiration of three (3) years from the date of withdrawal. Should a deputy be terminated from KLETC for violation



of rules and regulations, his eligibility to again attend KLETC shall be in accordance with department General Orders.

Newly hired deputies whose LEO status has expired and are eligible for attendance at a re-certification course, may be sent to KLETC within two (2) years of their hire date, at the expense of the department, to include ammunition. If the deputy fails to obtain re-certification on the initial attempt, the Department is not obligated for expenses for any further attempts.

If the employer is unable to provide transportation to KLETC or any training facility, and the employee is require to use their personal vehicle for transportation to KLETC or any training facility, the deputy will be compensated for mileage in accordance with established Unified Government procedures.

### ***Section 15.5 Park Rangers***

Four (4) slots at the annual bid for Patrol Services will be filled by former Park Rangers, who will bid, based upon their overall seniority, on the slots that are open at the time they bid.

### ***Section 15.6 Temporary Assignments.***

Any employee may be temporarily reassigned three times per bid year to any other position for no more than ninety (90) days total during any bid year at which time, said employee shall be reassigned to his bid position for the remainder of the bid year. The Sheriff shall solely decide if there is enough man-power to allow the reassignment. No employee shall be deprived of the right to annually bid for assignment except as may be provided in this contract. Such bid shall not limit the Department's ability to reassign or continue a prior reassignment of an employee for the ninety (90) day period. The Lodge shall receive written notice of all such reassignments.

### **Section 15.7 Bid & Resume Positions**

All bid and resume positions shall be specific jobs subject to acceptable performance standards. Deputies assigned to these positions may be transferred out of these positions by the Division Commander, for any of the following documented reasons:

- a) Inability to perform assigned duties.
- b) Inability to successfully complete training requirements of their position.
- c) Inability to function within a given area without an unusual incidence of founded complaints.
- d) Classification as an excessive user of sick leave pursuant to Section 12.2(f)(6) of this Memorandum.

The affected Deputy shall be given the opportunity to correct deficiencies before any action is taken. The Deputy shall have the right to grieve the decision of the Division Commander through the grievance procedure in Article 10 of this Memorandum unless, however, the FOP determines that the facts and circumstances do not support the filing of such a grievance. Deputies removed from a specific job bid position shall be allowed to choose any vacant General Assignment shift, until the next annual bid date.

The affected Deputy shall be given the opportunity to correct deficiencies before any action is taken. The Deputy shall have the right to grieve the decision of the Division Commander through all the steps of the grievance procedure in Article 10.3 of this Memorandum unless, however, the FOP determines that the facts and circumstances do not support the filing of such a grievance. Deputies removed from a specific job bid position shall be allowed to choose any

vacant General Assignment shift, until the next annual bid date. Deputies, who fail to successfully complete the Field Training Officer (“FTO”) program as determined by the Division Commander, shall be prohibited from bidding into an Operations Division position for the next two (2) annual bid cycles. For example, Deputies, who fail to complete the FTO program on March 21, 2019, will not be allowed to bid into the Operations Division during the 2020 or 2021 bid years. During those two years, the affected Deputy shall be offered an opportunity to attend training on areas of deficiencies identified during the FTO program. Such training shall be paid for by the Department.

After the two (2) year period has expired, the Deputy shall be permitted to bid into the Operations Division and attempt to successfully complete the FTO program. Deputies, who fail to successfully complete the FTO a second time will be prohibited from bidding into any Operations Division positions during the remainder of their employment with the Department.

#### ***Section 15.8 Community/Support Services Division***

Certain positions within the Community/Support Services Division that require specialized knowledge and training in order to perform the duties of the position shall be filled by the Sheriff on the basis of training, education and experience, and if all qualifications for the job are equal, seniority shall prevail. Positions within Offender Registration shall be filled on a call-for-resume basis, as provided under Section 15.11 of this Memorandum.

#### ***Section 15.9 Bidding Procedures/Work Assignments for Sergeants and Detectives***

(a) Sergeants shall be assigned annually to their respective job assignments, shifts and days off by the division commanders on a bid basis in accordance with seniority in rank. Sergeants shall bid on the same day as, but before the time set out for, the regular deputies and shall bid in order of their seniority-in-rank. Bidding procedures for Sergeant positions will be as outlined in

Section 15.1 of this memorandum. Full-time regular vacancies in Sergeant positions, including newly-created Sergeant positions, shall be filled on a bid basis according to seniority in rank.

(b) Detectives shall bid within their own unit according to seniority in rank for any different shifts and/or days off that may be created.

**Section 15.10 Field / Jail Training Officers**

Deputies may be selected by the Sheriff to serve as Field / Jail Training Officers (FTO's or JTO's). Designated FTOs and JTOs shall receive compensation as outlined in Section 18.5.

**Section 15.11 Positions filled at the Discretion of Sheriff**

The positions of Tag Enforcement, Tax Deputy, Task Force, Property Officer, Offender Registration, Training Deputy, District 1116 Deputy, Inmate Worker Supervisor and School Resource Officer shall be filled by the call-for-resume process. The Sheriff, or his designee, shall post a call-for-resume for these positions. After the submission of resumes the Sheriff, or his designee(s), shall review the submissions and may conduct interviews of the candidates. Relative qualifications shall be training, education, experience, performance and ability and any other items specifically set forth in the call-for-resume. If all of these factors are equal, then seniority shall control. The Sheriff or his designee shall make the selection. The selected candidate for each position shall serve for a two (2) year term, with the option of the Sheriff to extend any such term for any reason, as provided for under his Management Rights in Section 3.2 of this Memorandum.

Positions to be filled on a call-for-resume basis are:

Tag Enforcement	2*
Tax Deputy	1*

Task Force	2*
Property Officer	4*
Training Deputy	2*
Offender Registration	3*
District 1116 Deputy	2*
School Resource Officer	1*
Inmate Worker Supervisor	1*

\* Numbers subject to modifications by the Sheriff based on workload evaluation and his exercise of management rights under section 3.2 of this Memorandum.

**ARTICLE 16: INSURANCE COVERAGE**

During the term of this Memorandum, UG agrees to offer the employees of the Department the same medical, dental or other similar welfare benefit plans which are made available to the UG’s employees generally.

A. Employee Premium.

Each covered employee shall make monthly medical plan premium payments for either Single or Family coverage elected according to the following schedule, provided that in 2019 the following monthly premium contribution amounts shall be annually adjusted at the same percentage increase or decrease as would be applicable to any adjustment to the dependent coverage premium for Family coverage during any plan year:

Annual Base Pay	Monthly Premium Contribution
\$30,000 or less	\$10.00 per month
\$30,001 - \$60,000	\$20.00 per month
\$60,001 or more	\$30.00 per month

For purposes of the foregoing schedule, “Base Pay” is calculated solely upon an employee’s then applicable hourly rate of pay or monthly salary as projected over the course of a year assuming full time employment. “Base Pay” shall not include any overtime, out of class, longevity or interpreter’s pay. The Unified Government shall pay the remainder of each covered employee’s monthly medical plan premium that is also adjusted annually based on an equal percentage as for employee premiums for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

**B. Family Premium.**

Employees electing to obtain dependent coverage under a Family coverage election under the medical plan(s) will pay 25% of the premium cost of the dependent portion of Family coverage in addition to any applicable employee premium cost discussed in subsection A above, and the Unified Government shall pay the remaining contribution cost for the least expensive medical plan provided or administered by a major reputable carrier recommended by the Joint Committee and approved by the Unified Government Administrator.

**C. Election of More Expensive Plans.**

Should UG offer a more expensive medical plan and an employee(s) should select to be covered by the same, then the employee shall be responsible to pay any and all additional premiums, if any, and his portion of the premium therefore shall deducted from the employee's paycheck.

D. Unusual Increase in Annual UG Premium Costs.

The cost of the premium paid by the UG for individual and dependent coverage for these employees shall not increase more than fourteen percent (14%) from one year to the next. If the cost of the medical plan, dental or other similar welfare benefit plan is projected, based on a review of actual plan experience and historical utilization data as well as applicable industry survey and medical trend documentation, to increase by more than fourteen percent (14%) from the preceding budget year, then insurance plans, insurance carriers or other claims administrators, contribution formula and/or benefits must be changed under the medical, dental or other similar welfare benefit plan in order to decrease the overall projected cost increases to fourteen percent (14%) or less. The UG Employee Health Benefit Committee (EHBC) shall meet and confer in an attempt to make recommendations to the UG Administrator for modifying the polic(ies), carrier(s), administrator(s), plan design(s), benefits, contribution formula or other variables to reduce the projected cost increase to fourteen percent (14%) or less for the next budget year. The Union shall have one voting member on the EHBC. The EHBC shall have at least an equal number of voting members from representatives of bargaining units of the UG as members from unrepresented groups, administrative staff and retirees. If the EHBC recommendation is deadlocked, then the UG Administrator shall make the determination and the Union (FOP 40) has the right to submit the matter to expedited arbitration. When the EHBC determines what its recommendations are to be to the UG Administrator, the UG Administrator shall then determine whether he or she agrees with those recommendations or not. If the UG Administrator agrees, the recommendation

modifications shall be immediately adopted. If the UG Administrator disagrees with the EHBC recommendations, the UG Administrator shall notify the EHBC of such determination. If the UG Administrator and EHBC cannot immediately resolve their differences, the matter shall be submitted to expedited arbitration. The arbitrator only has jurisdiction to determine if the UG Administrator's or the EHBC's recommendations are correct in determination of the method of modifications of carrier(s), plan(s), benefits, etc. in order to keep the UG's projected cost for the medical, dental or other similar welfare benefit plan for each year from exceeding the preceding year(s) by fourteen percent (14%). The factors used to determine costs for any one year of this Memorandum shall be as follows:

1. Plan experience during year. (On a claims paid, not claims made basis).
2. Administrative expenses to administer the plan during the year.
3. Sufficient funds to create and/or preserve a "premium stabilization" reserve fund of at least five percent (5%) of the previous year's total premium costs amount.

Retirees shall be eligible for the same health insurance benefits made available by the UG to other UG retirees.

## **ARTICLE 17: UNIFORMS**

### ***Section 17.1 Uniform Allowance***

New hire bargaining unit members must complete at least 12 continuous months with the Department before receiving their yearly uniform allowance. All bargaining unit members shall receive a yearly uniform allowance in the amounts:

2020 \$1000



2021 \$1000

2022 \$1000

The uniform allowance will be paid on the CHIT system with vendors designated by the Department. Uniform CHITs shall be received by March 1, of each calendar year. Employees shall be given the option to receive twenty-five percent (25%) of their uniform allowance in cash in the first quarter of each year. The initial cost of any new issue or newly required equipment shall be fully borne by the Department and will not be subtracted from an employee's uniform allowance. Items may be ordered thru the designated suppliers if items are not in stock. Employees who are required or employees who elect to wear Protective Body Vests will be required to use their uniform allowance to replace their Vests upon expiration. Firearms shall not be purchased with clothing allowance CHITs however the purchase of magazines and equipment for firearms will be allowed.

A bargaining unit member may use up to one-half (1/2) of his clothing allowance per year to pay for a membership at a gym or gun range located in Wyandotte County, Kansas. Proof of such usage may be required by the Employer. All bargaining unit members must maintain one Class A uniform.

Any bargaining unit member who fails to maintain his uniforms in an acceptable manner shall be subject to discipline.

If the Deputy has at least one hundred dollars (\$100) left on his CHIT (uniform allowance) they will be allowed to carry it over for next year's CHIT (uniform allowance). The CHITs can never exceed eighteen thousand dollars (\$1,800).

**Section 17.2 Separation from Employment**

Upon separation from employment with the Department, all initial issue Department clothing, uniforms, badges, weapons, brass, or any other equipment or materials provided the employee by the Department shall be returned. All equipment, leather goods, or other non-clothing item purchased by the employee through the CHIT system described in Section 189.1 shall be returned to Department if separation occurs within six (6) months of acquisition.

**Section 17.3 Cleaning Allowance**

All bargaining unit members starting on the date of hire, shall receive the sum of ten (10) dollars per month as and for uniform cleaning purposes.

**Section 17.4 Uniforms/Equipment for New Employees**

All new hire bargaining unit members shall receive the following initial issue uniform and equipment items:

- 2 Class A Long Sleeve Shirts
- 4 Class A Short Sleeve Shirts
- 2 Class A blue pants
- 2 5.11 6-pocket pants
- 1 Necktie
- 2 Badge and brass
- 2 Nameplate
- 1 All Weather Jacket
- 1 Set of Leather goods (holster/drop holster, handcuffs and handcuff case, magazine case, belt, 4 belt keepers)
- 2 Black Sheriff T-Shirts

Surgical gloves and disposable resuscitation masks shall be made available for each employee's use. Such equipment shall be replaced immediately after use.

***Section 17.5 Personal Property Replacement***

In the event that an Employee's personal property is damaged as the result of action taken in the course and scope of employment, Department shall repair or replace any such personal property. Prescription eyeglasses and prescription sunglasses shall be replaced at the actual cost. Jewelry, watches, and other such items shall be replaced to a maximum of \$300.00, provided the employee was following procedure.

***Section 17.6 Use of Uniforms, Clothing and Equipment***

Employees who are provided uniforms or equipment shall wear such uniforms or use such equipment only during working hours, in performance of Department duties or for Department approved off duty employment and in the manner prescribed by the Department and/or assigned work unit. Employees who violate this provision shall be subject to discipline. When Department employment is terminated for any reason, the employee is required to return the initial issued items.

**ARTICLE 18: COMPENSATION**

***Section 18.1 Salaries***

Deputies shall receive the following monthly compensation as reflected in the tables below.

Deputies shall progress from one step to the next step on the Anniversary hire month for the years of service reflected below.

**Deputies below the rank of Sergeant**

	Begin Month	10/1/2020	1/1/2021
Deputy	Years	Monthly	Monthly
1	Date of Hire	\$3,589.55	\$3,661.34
2	Completion of 2 <sup>nd</sup> year	\$3,677.10	\$3,750.64
3	Completion of 4 <sup>th</sup> year	\$3,764.65	\$3,839.94
4	Completion of 7 <sup>th</sup> year	\$3,957.26	\$4,036.41
5	Completion of 9 <sup>th</sup> year	\$4,469.69	\$4,559.08
6	Completion of 11 <sup>th</sup> year	\$4,596.38	\$4,688.30
7	Completion of 15 <sup>th</sup> year	\$4,874.87	\$4,972.36
8	Completion of 20 <sup>th</sup> year	\$5,242.49	\$5,347.34

### Sergeants and Detectives

	Begin Month	10/1/2020	1/1/2021
Sergeants and Detectives	Years	Monthly	Monthly
1	0-5	\$5,375.68	--
2	6-10	\$5,508.85	--
3	11+	\$5,617.63	\$5,729.98

Upon completion of ten (10) years as a Sergeant, the Sergeant shall attain the rank of Master Sergeant and will wear the appropriate insignia.

Sergeants and Detectives shall move to single tier pay on 1/1/2021.

## **Section 18.2 Assignment Out-Of-Rank**

The Lodge recognizes the need for individual deputies to perform, from time to time, the duties of officers of the next higher rank.

### **a) Acting Sergeant**

Before any deputies become acting sergeants in the Operations Division, the Department must ask all agency Sergeants that have completed the Field Training Officer Program to cover the affected shift first. Deputies may be assigned by their Division Commander to temporarily perform the duties of a Sergeant, at the hourly pay of a Sergeant. Such temporary vacancies will be filled by Deputies within the same division and on the same shift according to their relative position on the Sergeants Eligibility List. If a Deputy in the same division and on the same shift is on the Sergeants Promotion Eligibility List, then that Deputy shall fill the temporary vacancy. If there is no one available in the same division and on the same shift, then the Department's seniority list shall be used starting from the most senior to the least senior deputy. If at the time of the temporary vacancy there is no active Sergeants Eligibility List, then the acting position shall be offered according to the Department seniority roster starting from the most senior to the least senior officer. If no one accepts the temporary assignment, then the least senior deputy within the same division and on the same shift shall fill the temporary vacancy. Probationary deputies are not eligible for acting Sergeant assignment. Deputies who have been demoted from the rank of Sergeant are not eligible for an acting Sergeant assignment for two (2) years following their demotion. Deputies who have been dismissed from KLETC are not eligible for an acting Sergeant assignment. To be eligible to be an acting sergeant in the Operations Division, Patrol Services, a deputy must have two (2) years experience in the Operations Division, Patrol Services, as a deputy with the Sheriff's Office.

**b) Acting Detective**

Deputies may be temporarily assigned as Acting Detectives at the per diem pay of a Detective. Such temporary assignments shall be filled starting from the most senior deputy to the least senior deputy. Probationary deputies are not eligible for acting Detective assignments.

**c) Acting Captain**

Sergeants and Detectives on the Captains eligibility list shall be given an opportunity to serve as an Acting Captain to fill temporary vacancies, at the per diem pay of a Captain, in the same manner as prescribed in the preceding subsections, utilizing the Captains eligibility list first, then the Sergeants seniority list.

***Section 18.3 Tuition Education Assistance***

Employees are eligible to receive education assistance, in the form of reimbursement for tuition, fees and costs of materials, from the department under the following conditions:

A) They must complete required credit courses toward a degree in law enforcement, criminal justice or corrections, or any subject which is approved by the Sheriff, at an accredited university or college approved by the Sheriff. Employees will be eligible for tuition assistance on a credit hour basis provided that the employee receives a grade of "c" or better in the course for which they are seeking assistance. The Sheriff, through consultation with the FOP president, shall prepare a list of approved universities and colleges. Payment of such education assistance shall either be in the form of a reimbursement to the employee or a direct payment to a university or college approved by the Sheriff when such university or college has agreed to advance the cost of tuition to the student/employee. If the student/employee does not receive a grade of "C" or better in a course or if the student/employee withdraws from a class after the deadline for withdrawal without

financial obligation, the student/employee will be responsible for payment of the education expenses. If a participating university or college withdraws its agreement to advance the cost of tuition, fees and costs of materials, then the Department shall have no further obligation with respect to direct payment to such university or college. An employee who is seeking tuition assistance under a direct payment agreement with a university or college shall provide notice at the time of their enrollment with the university or college to the Department.

B) Employees will be reimbursed when verification of completion of the course is provided and satisfactory proof of payment of tuition is furnished.

C) Also eligible for reimbursement of fees and the cost of materials are Detention and Training Deputies or Sergeants who complete an American Correctional Associations course and obtain the Certified Corrections Officer (CCO), Certified Corrections Supervisor (CCS), National Sheriff's Association or Certified Corrections Manager (CCM) certifications or who complete the Certified Jail Officer or Certified Correctional Trainer course through the American Jail Association.

D) Education assistance shall not exceed one thousand, two hundred, fifty dollars (\$1,250) for any individual employee in any consecutive twelve (12) month period.

E) Employees who voluntarily resign from employment with the Department within six (6) months after receiving tuition assistance payments hereunder shall be required to reimburse the Department for any tuition assistance provided within the six (6) months immediately preceding such employee's resignation.

#### ***Section 18.4 Bilingual Pay***

Employees may be selected to serve as certified bilingual employees by the Sheriff. There shall be, not to exceed, five (5) certified bilingual employees on the Department who will receive

a monthly special duty pay of seventy-five dollars (\$75.00) per month for the full year. The Department shall choose the specific language it determines is needed and number of needed certified employees for each language that is chosen. These employees shall be certified by the Administrative Judge of the Wyandotte County District Court as meeting the certification standards for sworn testimony in the use of the language in Wyandotte County District Court. The Department shall reimburse employees a one time certification fee upon proof of the successful completion of the certification process and acceptance by the Wyandotte County Administrative Judge, up to a maximum of one-hundred dollars (\$100.00). Alternative methods to obtain certification may be approved by mutual agreement between the Sheriff and Lodge.

Although the Department shall pay those employees selected as certified bilingual employees, any use of certified bilingual employees will be at the discretion of the Department. Any certified bilingual employee who is on duty shall be available for use at the direction of the Department. If a certified bilingual employee declines a request to assist, then that employee may be removed from eligibility as a certified bilingual employee and shall not be paid or allowed to be on any Department list as such.

If the Department determines that an off-duty certified bilingual employee is needed for duty, certified bilingual employees shall be offered the assignment in the order of their seniority. If insufficient off duty employees are obtained, the Department shall force in employees for the specific language needed in reverse order of their seniority. This list shall not be affected by employees who were first assigned for such use on duty. If an off duty, paid, certified bilingual employee, not on an approved leave, declines to be called in for duty three (3) or more times in any consecutive twelve (12) month period, not including approved leave periods, then that employee may be removed from eligibility as a certified bilingual employee.



**Section 18.5 Field / Jail Training Officer Pay**

Employees who are selected by the Sheriff to serve as FTOs or as JTOs shall receive a per day for each hour, or part thereof, which they actually spend training other employees as directed by the Sheriff or his designee. The per hour rate shall be increased by seventy-five cents (\$0.75) per hour for that day spent as an FTO or JTO.

**Section 18.6 College Incentive**

The following college incentive pay shall be added to the monthly salary of each sworn deputy, excluding probationary employees, who qualifies for such pay:

Certified Corrections/Jail Officer, Supervisor or Manager	\$25.00
Associates of Arts or Sciences	\$30.00
Bachelor of Arts or Sciences	\$50.00
Masters of Arts or Sciences	\$100.00

**Section 18.7 Sign Language Certification**

Employees may be selected to serve as certified translators for the hearing impaired by the Sheriff. Each deputy selected shall receive an additional \$75.00 per month.

**ARTICLE 19: RETIREMENT/PENSION**

All members of the bargaining unit hired before July 1, 1999, shall be covered by the Kansas Police and Fire Retirement System (KP&F) as provided in K.S.A. 74-4951, et seq. Park Rangers shall be covered by the Kansas Police and Fire Retirement System, commencing January 1, 2002. Members of the bargaining unit shall be permitted in accordance with State law and the

rules and regulations of The Kansas Public Employees Retirement System (KPERS) to be covered by KP&F upon being State certified as a law enforcement officer or otherwise eligible under law.

#### **ARTICLE 20: DRUG & ALCOHOL TESTING**

Employees shall be subject to the Unified Government's drug and alcohol testing policy.

#### **ARTICLE 21: ON-THE-JOB-INJURY**

A. An employee who sustains an injury arising out of and in the course of his employment shall be covered by the provisions of the Workers' Compensation Act of the State of Kansas. If the employee is temporarily totally disabled as defined by the Kansas Workers' Compensation Act because of such injuries, he shall receive the difference between his regular base pay and the workers' compensation benefits received for a period not to exceed one-hundred eighty (180) consecutive calendar days from the date that said temporary total disability commenced upon the following conditions:

1. The employee is suffering from a bona-fide injury received arising out of and in the course of performance of his duties, as determined by the employer, which injury has resulted in and continues to result in a temporary total disability of the employee preventing the employee from being gainfully employed by the employer.

2. The employee shall provide a statement from his treating physician upon the request of the employer, which statements shall set forth the employee's current medical condition, the likelihood of said employee's return to work and a statement based upon reasonable medical certainty, as to when the injured employee may return to his regular duties with the employer and

a statement that the injured employee is temporarily unable to return to his duties due to his injuries.

3. If the physician referenced in paragraph #2 is not of the employer's choosing, the employee must submit at the Department's request to an examination by a physician of the employer's choosing. If such physician agrees that the employee is unable to perform gainful employment with the employer, the employee shall be entitled to receive the supplemental pay referenced herein. If the selected physician disagrees with the treating physician as to the employee's ability to perform required work, then the employee shall submit to examination by a third physician selected by the FOP President and the Unified Government Administrator or his designee. The determination of the third physician shall control.

If the employee does not meet conditions 1, 2 and 3 above, he shall not be entitled to receive the supplemental pay set forth herein, but he may continue to be entitled to release from his employment in accordance with the provisions of the Kansas Workers' Compensation Act. In such event, compensation received by the employee shall be governed solely by the Kansas Workers' Compensation Act. No employee will be entitled to receive more compensation as a result of being involved in a compensable injury than he would have received had he been working during the period of his regular schedule and at his regular rate. The initial seven (7) days after an on the job injury will not be deducted from the employee's accumulated time. Permanent partial disability settlements or award payments are excluded from the terms of this paragraph.

B. At the conclusion of one-hundred eighty (180) calendar days of temporary total disability, the employee shall be given a written notice that due to his absence and inability to perform the duties of his position, the employer will temporarily fill that position within a two (2) week period

from the notice and the employee shall receive the above-referenced supplemental pay for that additional two (2) week period with the same stipulations as set forth above.

C. In any event, employees on leave of absence due to injuries on duty in excess of one-hundred eighty (180) calendar days shall only receive compensation as governed by the Kansas Workers' Compensation Act.

D. If fifteen (15) months following the date of the employee's injury he is still unable to return to full duty, he must apply for disability pension, resign his position with the Unified Government, or be terminated.

E. Employees on approved injury leave are prohibited from being gainfully employed by an employer other than the Unified Government or being self-employed.

F. The employer may allow Employees to return to light duty if they are able to perform the work in which event they may be placed at the discretion of the employer. However, any light duty allowed shall not exceed twelve (12) months from the Deputy's return to such duty.

## **ARTICLE 22: PHYSICAL FITNESS/SMOKING**

### ***Section 22.1 Physical Fitness***

Deputies must meet the Department's requirements to remain physically fit in accordance with the appropriate rules and regulations adopted and approved by the Sheriff and Lodge. Said rules and regulations shall be reasonable, based on nationally accepted standards relative to age and other accepted factors. A joint committee of two deputies and two commanders shall be appointed equally by the Sheriff and the Union President to serve on the joint physical fitness committee. The committee shall have a chairman, elected by the committee's members. The committee shall

meet regularly and shall report to the Sheriff and the Lodge on any recommendations it may have concerning programs, testing and facilities, for the development and implementation of a physical fitness program for the Sheriff's Department. A physical fitness program, which must be approved by the Department and the Lodge, shall contain voluntary standards, and shall have a bonus of two award days granted for those employees who meet such established standards on an annual basis.

***Section 22.2 Smoke-Free Work Place***

Employees are prohibited from smoking on or in UG property, real or personal, unless designated as a smoking area.

**ARTICLE 23: MISCELLANEOUS PROVISIONS**

***Section 23.1 Right to Review Personnel Files***

Any employee may review his or her own personnel files, subject to reasonable time and place considerations, that are kept within the normal course of business by the employer. Employees may request that records of disciplinary actions be expunged from their files for reasons such as, but not limited to, age of discipline, lack of pertinence, inaccuracy and issues of fairness. Such request shall be in writing, stating in detail the reasons for such request, and shall be submitted to the Sheriff.

The Sheriff may determine if the request has merit and may approve or disapprove the request at his discretion.

**Section 23.3 Contagious Diseases Medical Expenses for Deputy's Family**

The Department agrees to pay all expenses for inoculation or immunization shots for members of a deputy's family when such becomes necessary as a result of said deputy's exposure to contagious diseases where said deputy has been exposed to said disease in the line of duty.

**Section 23.4 Burial Expenses**

The Unified Government agrees to defray all funeral and burial expenses not paid in accordance with workers' compensation up to a total of Ten Thousand Dollars (\$10,000), of any Deputy who is killed in the line of duty or who dies a duty related death. The Unified Government shall also pay for an American flag to be presented to the family of the deceased deputy at the burial service.

**ARTICLE 24: ENTIRE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding supersedes and cancels all previous agreements and all existing unwritten practices between the employer and the members of the bargaining unit and constitutes the entire Memorandum between the parties, except as to those areas of employment not covered herein which are subject to Policies or Resolutions of the employer. Any conflict which may exist between existing or future Policies or Resolutions of the employer and provisions of this Memorandum of Understanding shall be determined in favor of this Memorandum of Understanding. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The parties further acknowledge that during the negotiations which resulted in this Memorandum each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and

conferring and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum.

Therefore, the employer and the Lodge, for the life of this Memorandum, agree that the other shall not be obligated to negotiate collectively, but may if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum. Waiver of any breach of this Memorandum by either party shall not constitute a waiver of any further breach of this Memorandum.

#### **ARTICLE 25: SAVINGS CLAUSE**

Should any term or provision of this Memorandum be in conflict with any State or Federal statute or other applicable law or regulation binding upon the employer, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this Memorandum will continue in full force and effect.

If any article or section of this Memorandum shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal, the remainder of the Memorandum shall not be affected thereby. The parties shall then enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

#### **ARTICLE 26: DURATION**

This Agreement shall be effective from the 1st day of January 2020 and shall terminate at midnight on December 31, 2021.

This Agreement, and any written amendments made and annexed hereto, shall continue in full force and effect until midnight, December 31, 2021, and then shall automatically continue in effect until such time as a new Agreement is enacted by the parties.

IN WITNESS WHEREOF, THE UNIFIED GOVERNMENT, THE DEPARTMENT-AND THE LODGE have hereunto set their hands this **13th** day of **November**, 2020.

(Signature page follows.)

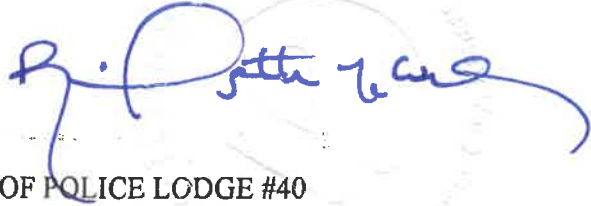




Date 11/09/2020

Doug Bach, County Administrator

**ATTOR. UNIFIED GOVERNMENT  
CLERK**



FOR THE FRATERNAL ORDER OF POLICE LODGE #40



Date 10262020

Jeffrey Tayler, Lodge President

FOR THE SHERIFF OF WYANDOTTE COUNTY



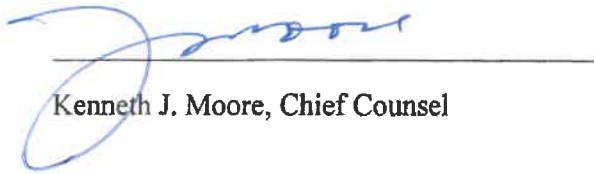
Date 13 NOV 2020

Donald Ash, Sheriff



Renee Ramirez, Director of Human Resources

Approved as to form:



Kenneth J. Moore, Chief Counsel

ATTEST: