

CONTRACT # _____

AGREEMENT

between

CITY OF TOPEKA

**DEVELOPMENT SERVICES DIVISION
and
PLANNING DEPARTMENT**

and

**LOCAL 1294
COUNCIL 61, AFSCME, AFL-CIO**

JANUARY 2017 – December 2019

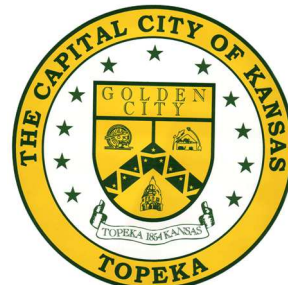


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ARTICLE 1

PREAMBLE

Section 1. Purpose of Agreement.

This Agreement, entered into by and between the Governing Body of the City of Topeka, Kansas, hereinafter referred to as the “Employer,” “Management,” or “City,” and Local 1294, Missouri/Kansas State Council 61, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the “Union,” constitutes an implementation of the provisions of K.S.A. 75-4321, *et seq.*, as amended, in order to provide for orderly and constructive employment relations in the interest of the public, the Employer, and the affected employees.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the formation of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

Section 2. Non-Discrimination.

The Employer and the Union recognize their responsibilities under Federal, State and Local laws relating to fair employment practices and appropriate labor legislation and reaffirm their commitment to the moral principles involved in the area of civil rights.

The parties agree that there shall be no discrimination because of race, creed, gender, sexual orientation, familial status, religion, color, age, disability, national origin or ancestry, or affiliation or non-affiliation with any labor organization. The provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

The parties recognize that the interest of the community and job security of the employees depend on the Employer's success in establishing and maintaining efficient, expeditious, and economical public services to the community.

Section 3. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board (PERB), Case 75-UDC-4-1981, which include Building, Mechanical, Electrical, Plumbing, and Cross-Connection Inspectors and Plan Reviewers in the Development Services Division and Zoning Inspectors in the Planning Department, City of Topeka.

Section 4. Employee Rights.

Public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment. In accordance with existing state laws, public employees also shall have the right to refuse to join or participate in the activities of employee organizations.

Section 5. City Ordinances.

The parties agree that all ordinances now in force or hereafter enacted by the Governing Body of the City of Topeka which are not in conflict with any provision of this Agreement shall apply to them. Any additional benefits and/or rights granted to other City employees by ordinances will also be granted and applied to employees of the bargaining unit covered by this Agreement.

Section 6. Drug Testing.

In order to do their parts to assure a work environment free from the effects of drugs and alcohol, all covered employees agree to be generally bound by the City's policy governing the use of such substances, including reasonable suspicion testing and appropriate discipline for being under the influence.

For the purposes of adherence to this commitment, the pertinent pending Administrative Rule and Regulation as to be codified in Article II, Section 14 of the City Personnel Code, to the extent not otherwise provided, shall be treated as modified in the following three respects: (1) Section 6.A.1 regarding reasonable suspicion testing to stipulate that employees covered by this Agreement be verbally advised of the basis for the testing prior to its administration and provided any documentation supporting the requirement prior to any hearing on the matter; (2) Section 10.A.1 regarding split specimens to stipulate that bargaining unit members may, in the event of a primary specimen positive, themselves request secondary testing which, if a different result is produced, will be at City expense; and (3) Section 12.A regarding compensation for time spent at the Designated Testing Agency to stipulate that Inspectors and Reviewers under this contract be paid as hours worked for City-directed testing that occurs outside their normal duty schedules.

Any changes to the Alcohol and Controlled Substance policy as referenced above made after the date of execution of this Agreement shall not be binding on covered employees until the Union, pursuant to notification and comment, gives its express written consent and approval through a letter or memorandum of understanding.

ARTICLE 2
RECOGNITION AND UNION SECURITY

Section 1. Recognition.

The Employer recognizes AFSCME Council 61, Local 1294, as the certified representative of all permanent, full-time employees in the following primary job classifications in the Development Services Division or the Planning Department:

Building Inspector

Mechanical, Electrical, Plumbing Inspector

Zoning Inspector

Cross Connection Inspector

Plan Reviewer

The City agrees to advise the Union in advance of any changes in or additions to the above primary or other created classifications, consisting of similar duties to those currently being performed, and to meet and confer with the Union concerning the terms and conditions of employment of any employee within the above or newly created classifications.

If any employees in the above positions are detailed for short or long-term assignments to operational areas outside the Development Services Division or Planning Department, they may for that period of time be under other supervisory and budgetary authorities. Accordingly, whenever the term “or designee” is used in this Agreement following reference to the two principal Directors of the listed classifications, it shall be construed to include such other City Division or Department Heads as may be delegated and noticed to the employee and the Union.

The Employer will strive to limit assigning the work of this bargaining unit to non-bargaining unit employees. Conversely, the Employer will strive to limit assigning members of this bargaining unit to do work of the other certified bargaining units.

Section 2. Commercial Plan Reviews.

Commercial plan reviews will be limited to the Primary classification.

Section 3. Residential Multi-Trade Inspectors.

A. Eligibility. Inspectors with primary certifications of Building, Mechanical, Plumbing, or Electrical are eligible for the status of Residential Multi-Trade Inspector (RMTI). Applicants for the program will be ranked by their secondary discipline certification dates. Management reserves the right to limit the number of Residential Multi-Trade Inspectors.

B. Training Manuals. A training manual for each such residential discipline (Building, Mechanical, Plumbing, and Electrical) shall be developed as a cooperative effort between Management and Inspection Staff. Once available, such training manuals shall be utilized by all Inspectors who wish to obtain RMTI status.

C. Requirements. Upon completion of all parameters within the training manual; the passing of a residential certification test; and fulfillment of a period of field training (as determined by the Development Services Director) in one additional residential discipline, an inspector can be classified as an RMTI and entitled to the increased compensation specified in the wage schedule in Article 16, Section 2, "Inspector Plus Multi-Trade."

D. Limitations. Residential Multi-Trade Inspectors shall be limited to one secondary discipline, either Building, Mechanical, Plumbing, or Electrical. Achieving the status of RMTI through an additional certification in one of these recognized disciplines will be considered a

secondary classification. The RMTI discipline applies to residential applications under 2,500 square feet.

E. Additional Certification. In addition to one secondary residential certification, an employee may be classified as a Multi-Trade Inspector in the Mobile Home or Elevator area by passing a certification test and/or completing field training in one of those extra disciplines. There shall be no more than two (2) individuals in either such supplemental category, however.

F. Probation. All RMTI appointments shall be subject to probationary periods of no less than six (6) months (1,040 hours) and, if extended, no more than nine (9) months (1,560 hours). At the end of the probationary period, an evaluation will be performed. If the inspector is rated “satisfactory,” he/she will be classified as an RMTI. The employee may grieve his/her failure to successfully complete the RMTI probationary period.

G. Withdrawal. An Inspector may withdraw from the RMTI Program with a ninety (90)-day written notice to Management, although such notice may be shortened or waived by mutual agreement.

Section 4. Unit Placement of Newly Created Job Classifications.

The City agrees to submit a listing to the Union of any new classification created by the City for consideration of bargaining unit placement. The listing shall include job or position descriptions and classification specifications. The Union shall be granted a period of thirty (30) days from receipt of the new classification to notify the City of its belief that such classification should appropriately be placed within the established bargaining unit governed by this Agreement. The parties shall meet to seek agreement on the placement of the classification within the Unit. Any dispute concerning placement of a new classification shall be submitted to PERB. Management shall not be prohibited from filling the position during the dispute

resolution procedure undertaken through PERB, provided the thirty (30) day period set forth above has passed.

Section 5. Union Representation.

The Employer agrees to consult only with duly authorized Union representative(s) concerning matters affecting working conditions and/or grievances of bargaining unit members to the extent that such conferences do not abrogate or in any manner diminish the right of Management to conduct business in the public interest and a bargaining unit member has not otherwise declined Union representation.

The Union agrees to represent all employees in the aforesaid bargaining unit covered by this Agreement fairly and without discrimination in the negotiation, implementation, and administration of the terms of this Agreement.

Section 6. Union Dues Deduction.

The Employer agrees to deduct the Union membership assessments, dues and/or representation fees once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deductions shall be delivered and received in the Department of Financial Services no later than thirty (30) days prior to the date that said deductions are to be made. The amounts to be deducted shall be certified to the Employer by the Council 61 office. The aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer of the Union by the end of the succeeding month after such deductions are made by the City.

An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld. The City shall be entitled to a fee of ten cents (\$.10) per

deduction per employee per month for this service, plus sixty cents (\$.60) for the processing of any change, payable by the Union and deducted by the City from the aggregate for the deductions of all employees' monies turned over to the Treasurer of the Union each month. For the purpose of administering this provision, "change" shall mean in the amount of a deduction or in the addition or removal of someone from the check-off computer printout.

The above shall not limit the right of any employee to cancel his or her membership in the Union. On the anniversary date of his/her initial authorization, or in the event that the employee is promoted out of or transfers from the bargaining unit, the employee may put in writing the desire to cancel a dues deduction. A copy of this request, sent to both the Financial Services Director and the Council 61 office, shall state that the employee no longer desires deductions for Union membership and wishes to have his/her name struck from the list of employees authorizing deductions from their pay, effective the month following receipt.

All withholding and benefit deductions shall be made before the Union check-off is taken from the employee's wages. In the event no wages are left in any pay period to meet the Union check-off, the City is not obligated to process the deduction. Neither is it responsible for retroactive check-offs when the employee's pay becomes sufficient to cover them. If an employee is on Workers' Compensation, Family and Medical Leave, leave of absence, or any other temporary unpaid leave for any reason, the City is not responsible for that individual's Union check-off.

The Union will hold the City harmless from any and all claims, demands, suits, and other forms of liability resulting from the Union's use of funds collected by the City for the purpose of complying with the above provisions.

Section 7. Orientation of New Employees.

The City will provide the Union with the names and position/classification titles of relevant new Development Services Division or Planning Department employees. The City shall provide each affected new employee with a copy of the collective bargaining agreement then in force. Management will cooperate in permitting newly hired employee(s) to attend private on-the-job orientation sessions of approximately fifteen (15) minutes with their Union stewards during the new employee's first two (2) weeks of employment.

Section 8. Bulletin Boards.

The official Division and Department bulletin boards may be made available to the appropriate Union official for the purpose of posting Union approved notices of Union meetings, results of Union elections, and Union activities. Such notices shall be initialed by a Union officer.

Section 9. Visits by Union Representatives.

Accredited representatives of AFSCME, whether local union, district council, or international, will be given permission by the Development Services Director or Planning Department Director, as applicable, or their designees, to visit with employees during normal work hours to conduct Union business, provided it is at a mutually agreeable time that does not interfere with operational requirements.

ARTICLE 3

DEFINITIONS

As used in this Agreement, the following terms shall have the meaning ascribed to them unless the context clearly indicates otherwise:

- A. "Full-time employee" is one who works 40 hours per week on a regular basis.
- B. "Part-time employee" is one who works less than 40 hours per week on a regular basis.
- C. "Benefit-eligible employee" is one who, from the first day of employment with the City of Topeka, is entitled to health and life insurance, deferred compensation, cafeteria benefit, sick leave, and other comparable benefits not requiring fulfillment of a probationary period.
- D. "Permanent employee" is one who has successfully completed any applicable initial probationary period such that he/she is entitled to a personal leave day; the use of vacation time; certain other benefits; and dismissal only for cause.
- E. "Probationary employee" is one who is serving either an original period of evaluation, usually six (6) months (1,040 hours), subject to a further extension of three (3) months (520 hours), following initial hiring or an interim period of evaluation, usually three (3) months (520 hours), also subject to an additional extension of three (3) months (520 hours), following a promotion or transfer, as set forth in Article 9, Sections 2 and 4, respectively.
- F. "Overtime" means all hours in excess of forty (40) worked during a one-week period, which hours are compensable at one and one-half (1½) times an employee's regular rate of pay.
- G. "Immediate Family" means an employee's spouse, child, step-child, parent, step-parent, grandparent, grandchild, sibling, spouse's parent, spouse's grandparent, spouse's sibling,

son-in-law, daughter-in-law, or family member of the immediate household permanently residing under the same roof.

H. “Certification” is the official sanction given by a state or national testing agency to an individual Inspector or Plan Reviewer to indicate that the required level of expertise has been achieved in a particular professional category.

I. “Discipline” in other than an administrative remedial action sense is the term applied to the situation in which an employee with certification in a given field is also working in that capacity.

ARTICLE 4

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to Management if the public service mission of the City is to function effectively. Unless specifically modified by a provision of this Agreement, Management is reserved the right to:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign, and retain employees in positions within the City;
- c) Discipline, including suspension or discharge, employees for just cause;
- d) Maintain the efficiency of governmental operations;
- e) Relieve employees from duties because of lack of work or other legitimate reasons;
- f) Take actions as may be necessary to carry out the mission of the City in emergencies; and
- g) Determine the methods, means, and personnel by which operations are to be carried on, including approving all phases of the inspection and plan review processes from the application for permit to certificate of occupancy stage.

All other rights and responsibilities of Management not specifically set forth in and/or modified by this Agreement shall remain the function of Management, provided they are not used to undermine the Union.

ARTICLE 5
GRIEVANCE PROCEDURE

Section 1. Basic Ground Rules.

- A. Definition: A grievance is an alleged violation, or inconsistency in the administration and/or interpretation, of this Agreement, applicable City Code, or Administrative Rules and Regulations.
- B. Failure to Respond: In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of Management's last determination. In the event Management does not respond within prescribed time sequences, the grievance shall automatically proceed to the next step of the grievance process unless mutually agreed otherwise by the parties.
- C. Applicability: This process shall apply to all permanent employees covered by this Agreement. Both parties agree to keep the grievance process free of meritless claims.
- D. Representation: The Union shall be the exclusive representative of all employees in the bargaining unit for the purposes of presenting to and discussing with the City grievances arising from their employment, unless representation has not been sought.
- E. Union Grievances: Union officers or stewards who are members of the bargaining unit shall have the right to initiate a grievance when they believe any provision of this Agreement to have been violated or when the Employer's

interpretation of the terms and provisions of this is different from the Union's. Only the Union or the City may proceed with a grievance beyond Step 3.

- F. Written Documentation. All grievance matters shall be filed on AFSCME forms provided, and assigned numbers, by the Human Resources Department. All grievances must specify the contractual or City code provision or rule or regulation allegedly violated; the problem, including names, dates, places, and quotes; why the response by Management or supervision did not reasonably resolve the issue; and the requested remedial action, with justification. Incomplete grievances shall be returned to the grieving party by the responding party with a statement pointing out the inadequacies, after which the filing party shall have an additional five (5) working days to make corrections and resubmit the grievance.
- G. Notice of Intent to Arbitrate. Such notices shall be presented to the Human Resources Department in writing within the prescribed time sequences, also on the appropriate grievance forms. The Human Resources Director shall request a list of five (5) names of arbitrators from the Federal Mediation and Conciliation Service. Selection of an arbitrator shall be made by alternately striking names until one name remains. The party striking the first name shall be determined by a coin toss.
- H. Expedited Arbitration. Pre- and/or post-hearing briefs may be waived by the parties; hearings will be informal; and the arbitrator shall be asked to render a decision within thirty (30) calendar days following completion of the hearing.

Section 2. Policy/Rights.

It shall be the policy of the City to prevent the conditions which may cause a grievance and to deal promptly, fairly, objectively, and in good faith with grievances which may occur.

Eligible employees shall have the right, without being subjected to restraint, interference, discrimination, reprisal, or harassment of any form, to utilize the grievance procedure when in his/her opinion an action taken against him/her was without just cause.

The grieving employee and one (1) representative, if requested, will be granted time during normal duty hours at each step of the grievance procedure to meet and facilitate discussions and conferences with City supervisors and/or administrators relating to the resolution of a specific grievance.

All steps of the grievance procedure shall be followed by all parties in good faith and pursuant to the prescribed time frames, unless mutually agreed otherwise by the parties. It shall be the policy of the City of Topeka to give individual employees an opportunity to discuss grievances with supervision in order to find mutually satisfactory solutions as rapidly as possible.

Section 3. Grievance Procedure.

A. Steps.

1. A grievance must be taken to the supervisor having control over the problem within five (5) working days following knowledge of the problem. If possible, the grievance shall be settled at this level through discussions with the involved parties. If discussions do not resolve the issue, the matter shall be reduced to writing by the employee or the employee's representative within five (5) working days following

completion of discussions and submitted to the next higher level supervisor within this same five (5)-day time frame.

2. The Development Services Division or Planning Department Director, whichever is appropriate, shall, within two (2) calendar weeks of receiving a formal grievance, meet with the grievant and Union representative, if applicable, to discuss and review all of the pertinent facts and render a written response within five (5) working days of that meeting. The employee shall then have up to five (5) working days following receipt of that response to either accept the answer or refer the matter to the next step, which is Step Three for a Development Services Division employee or Step Four for a Planning Department employee.
3. In the event Step Two does not resolve the matter, a Development Services Division employee may forward the matter to the Public Works Department Head or designee, who shall, within two (2) calendar weeks of receipt, meet with the employee and Union representative, if applicable, to discuss, investigate, and attempt to resolve the matter, rendering his/her written decision within five (5) working days following that meeting. The grievant or Union shall have ten (10) working days following receipt of that decision to either accept the answer or refer the matter to the next step. NOTE: This Step is not relevant to a Planning Department employee because comparable Department-level consideration will already have occurred at Step Two.
4. In the event Step Two (in the case of a Planning Department employee) or Step Three (for a Development Services Division employee) does not

resolve the problem, the Union may forward the matter to the Human Resources Director, who shall, within two (2) calendar weeks of receipt, meet with the employee and Union representative to discuss, review, and attempt to resolve the matter. That Management official shall then render a written opinion in the matter not later than ten (10) working days following the meeting.

5. Following receipt of the Human Resources Director's answer in the matter, the Union shall have up to thirty (30) calendar days to either accept the recommendation; request further discussion of the matter; ask for an extension; or issue a notice of intent to arbitrate. Such notice shall be sent to the Human Resources Director, who shall proceed to make appropriate arrangements for selecting an arbitrator.

The arbitration proceedings shall be conducted by an arbitrator who has been selected as provided in Section 1.G above. Should the first list of arbitrators be found to be unacceptable, either party may request that a second list of arbitrators be obtained. Once selected, the arbitrator shall set the hearing for the earliest possible date.

Expenses of the arbitrator's services shall be borne equally by both parties to the proceeding. When an employee of the bargaining unit is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work. If either party desires a certified transcript of the proceedings from a court reporter, it may cause such a record to be made,

providing it pays for the cost of the record and makes copies available with charge to the other party and without charge to the arbitrator.

The arbitrator shall consider all factors relevant to a dispute, including attempted resolutions at preceding steps of the grievance process. The arbitrator shall issue a decision in the case as set forth in Section 1.H above.

- B. Expedited Grievance Procedure. In the event of a proposed or actual termination, the Union may, within ten (10) working days following notification, by-pass Steps 1, 2, and 3 and file the grievance directly with the Human Resources Director as indicated in Step 4.

Section 4. Scope of Arbitrator's Authority.

The arbitrator shall be limited to the evidence presented by the parties, with his or her powers being confined to the interpretation of this Agreement and applicable Code or rule or regulation. The arbitrator shall not add to, subtract from, modify, ignore, or amend any of the provisions.

The parties will attempt to stipulate to the issues prior to the arbitration. If stipulation to the issues is unattainable, each party shall prepare an issues statement.

A decision by an arbitrator shall be final and binding.

The arbitrator shall decide:

- a) Arbitrability of the issue(s) pursuant to this Agreement; and
- b) The merits of the case, based on application or interpretation of the provisions of this Agreement or applicable Code, rule, or regulation; the arguments and documentation related to the case; and all the pertinent facts.

Section 5. Union Stewards.

Union representatives who are City employees elected or appointed by the Union to represent their co-workers may be permitted by the Development Services or Planning Director or designee to investigate and process grievances during working hours without loss of pay, not to exceed thirty (30) minutes per grievance unless additional time is granted.

Investigating Union representatives must secure approval from their immediate supervisors to be absent from a work assignment before investigating a grievance on City time.

ARTICLE 6
DISCIPLINE AND DISCHARGE

Section 1. General Policy.

Every employee is expected to make a positive contribution to the workplace. The Employer shall point out deficiencies in work at the time they occur or as soon as practicable following knowledge thereof, striving to make suggestions and corrections in a constructive, helpful manner. The concept of progressive discipline shall apply for offenses not normally considered serious enough to warrant immediate suspension or discharge. When disciplinary action or other corrective measures are warranted for just cause, they may include the following, though not necessarily in the order listed:

A. Caution Counseling -- Verbal discussion documented as to issue addressed, initialed by both the supervisor and the employee, and placed in the employee's personnel file.

B. Written reprimand -- Signed by the supervisor and the employee to acknowledge receipt thereof and witnessed by a Union member (if present pursuant to employee request).

C. Suspension -- Notice in writing of a removal from pay status for a specified period of time.

D. Discharge -- Notice in writing of termination of employment with the City of Topeka for an offense or combination or recurrence of offenses serious enough to warrant such.

In the event an employee refuses to sign to acknowledge receipt of the copy of the action, it shall be noted by the supervisor and initialed by the Union representative, if applicable.

Employee Assistance measures may be utilized if deemed appropriate by Management.
(See Article 11, Section 3).

Section 2. Grounds for Suspension or Discharge.

Compliance with Divisional and Departmental rules is necessary for operational safety and efficiency and for maintaining sound relationships with employees. Below is a listing of offenses, not all-inclusive, which are of such a serious nature as to warrant immediate discharge or suspension and for which the Employer shall have the right to terminate or suspend an employee immediately and without prior notice.

- 1) Knowingly refusing to perform work assignments.
- 2) Leaving work assignment and/or City property without permission.
- 3) Possession of or access to any type of firearm or explosive in a City building while on or off-duty. (Note: Firearm possession shall be subject to any current applicable statutes of the State of Kansas and City of Topeka ordinances now in force or which may be enacted during the life of this contract dealing with the Personal and Family Protection Act.)
- 4) Removal of any City property from City premises for the employee's personal use and/or the disposal of such property without the written approval of the Development Services Division or Planning Department Head or their designees.
- 5) Knowingly falsifying information to the City.
- 6) Fighting, including striking a fellow employee or a supervisor, or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
- 7) Soliciting or performing work during working hours of the type performed by the Employer other than for the City.
- 8) Consumption of alcohol during working hours; possession or use of illegal drugs during working hours; or reporting for work in a condition unable to perform duties because of being under the influence of either.

- 9) Willful and/or reckless neglect of duty.
- 10) Failure to return to the job after an approved leave of absence or other permitted departure.
- 11) The use of abusive language or unacceptable treatment of a citizen or City employee, including verbal and non-verbal sexual or racial harassment.
- 12) Conviction of a crime involving dishonesty or a threat or act of violence.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary actions for other offenses as needed. Related and mitigating factors will be considered when determining the action to take. Employees may request the presence of a Union representative at disciplinary proceedings.

A permanent employee may be removed for just cause. Any employee so removed shall be given a written explanation of the reason therefor and removed from the payroll immediately.

Section 3. Manner of Discipline.

If the Employer has reason to administer a pre-determined discipline to an employee, it shall be done in private in a manner that will not embarrass the employee before other employees or the public.

Section 4. Notification of Disciplinary Action.

For all proposed disciplinary actions other than a Caution Counseling, the Employer shall notify the employee involved at least forty-eight (48) hours in advance of any meeting on the matter that a corrective measure is being contemplated and why. With that notification, employees shall be informed of their rights to Union representation if they so choose. It is the responsibility of the employee, however, to make that request of the Union. The employee may

waive either the forty-eight (48) hour waiting period or Union representation or both, but must do so in writing. If neither is waived, the employee and Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline.

Section 5. Caution Counseling.

In the case of a Caution Counseling, the supervisor must inform the employee that he/she is receiving a positive reminder about the normal expectations for performance or behavior in a particular area. The employee shall be given the reasons for such reminder, along with suggestions for improvement and an awareness that recurrences of the action being addressed could lead to a Written Reprimand. For that purpose, the general subject of the discussion shall be noted as provided in Section 1.A. above.

Section 6. Disciplinary Records.

Caution Counselings or Written Reprimands shall be removed from an employee's personnel file on completion of twelve months of continuous service free from additional disciplinary actions for matters of a similar nature. Suspensions administered as a third stage progressive measure shall be removed from an employee's personnel file on completion of twenty-four months -- and immediate suspensions (those with no prior basis) on completion of thirty-six months -- of continuous service free from additional disciplinary actions for violations of a similar nature. For the purposes of this section, time periods shall begin running from the date of the underlying incident, unless there is a prolonged delay resulting from investigative requirements outside the control of the City, in which cases they will be from the date the discipline is actually imposed.

Section 7. Form and Measure of Disciplinary Action.

A. In the event disciplinary action other than Caution Counseling is taken against an employee, the Employer shall promptly furnish the employee and the Union (if representation has been requested) a clear and concise statement in writing of the disciplinary action and reasons therefor. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. An employee shall be entitled to the presence of a Union representative at any phase of a disciplinary action, even if previously waived.

B. At the employee's discretion, a written rebuttal or explanation may be submitted to the Director of Human Resources (DHR) or designee within ten (10) working days of a final disciplinary action, with a request that the document be attached to the official Notice of Discipline (NOD) form. The DHR or designee shall then have five (5) working days to determine whether the filing is acceptable as is or needs to be revised to remove any inappropriate statements.

After advising the employee and/or his/her Union representative, as applicable, of any changes necessary to make the commentary suitable for inclusion (i.e., without any negative or personal remarks or extraneous information unrelated to the specific matter being addressed), the final document may be resubmitted within another five (5) working days. Once the rebuttal/explanation is approved for association with the NOD and placed in the employee's personnel file, neither may be used independent of the other. In no case shall the rebuttal change the effect of the discipline.

ARTICLE 7

HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time bargaining unit members shall be forty (40) hours, exclusive of lunch periods. Normally, the forty (40) hours will consist of five (5) eight (8) hour days; however, variations to the schedule may be allowed pursuant to Divisional or Departmental operating needs. Full-time employees will generally work eight (8) hours per day Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise specified and approved by their immediate supervisors.

If employees do not complete their duties within the normal forty (40) hour week and work extra hours, overtime compensation shall be made. Overtime work shall only be allowed if it is specifically approved by the Development Services Division or Planning Department Director, whichever is applicable, or his/her designee. Upon mutual agreement between any individual employee and his or her supervisor, flexible hours may be established. Copies of such agreements, if formalized in writing, shall be given to the Union and the affected employee.

If an employee is attending a seminar at City expense, any time beyond a normal eight (8) hour day spent due to travel and/or length of seminar will not be considered for compensation unless approved by the employee's supervisor, consistent with the provisions of the Fair Labor Standards Act.

Section 2. Lunch Period.

Employees shall be granted a lunch period, not to exceed one hour, as near the middle of the daily work shift as practicable. The lunch period shall be without pay. The Employer will

make every effort to not schedule appointments during this non-paid lunch period, recognizing that inspectors will on their own continue to work with contractors/developers to resolve problems and conflicts. Employees who do work through their lunch hours may take an adjusted lunch hour or, with supervisory approval, be compensated for the extra time worked. However, during any emergency, as determined by the Development Services Division or Planning Department Director or his/her designee, employees may be required to work without interruption through lunch breaks until such time as the emergency ends. If a lunch period is shortened or canceled, that time will be credited to the employee's hours of work for that week.

Section 3. Rest Periods.

Employee work schedules will provide, where practicable, for a fifteen (15) minute rest period during each one-half ($\frac{1}{2}$) shift, provided such rest period shall include any associated travel time to and from a break location reasonably close to the scheduled travel itinerary of the employee.

Section 4. Overtime Compensation.

The rate of pay for any hours worked over the normal forty (40) hour week shall be one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay. In order to be considered as valid overtime, the work must be approved by the employee's supervisor or his/her designee.

For the purposes of this Section, any earned and authorized paid leave shall be considered as time worked toward a total of forty (40) hours in a week.

Section 5. Distribution of Overtime Work.

An employee may be required by the Development Services Division or Planning Department Director, as applicable, to work overtime. This overtime shall be assigned to the person(s) who normally performs the duties whenever possible.

An employee found to be misusing or manipulating work assignments, schedules, or time off provisions in order to generate an overtime assignment to himself/herself or to another employee shall be subject to disciplinary action.

Section 6. End of Day Appointments.

Employees shall not be required to commence inspections within thirty (30) minutes of the employee's scheduled quitting time unless the Development Services Division or Planning Department Director or his/her designee determines that such inspection shall of necessity be done at that time.

Section 7. Call Back.

Any employee called back to work for the purpose of conducting an inspection outside of his/her regularly scheduled shift shall be compensated at the employee's normal hourly rate for a minimum of two (2) hours or the actual number of hours worked, whichever is greater.

If the time attributable to call-back causes an employee to exceed the forty (40) hour weekly threshold for overtime, compensation for such shall be at time and a half, as provided by Section 4 of this Article. The two (2)-hour minimum shall apply to each call within a twenty-four (24) hour period for which there has been at least a three (3) hour separation from the last one. Such twenty-four (24) hour period shall begin at 8:00 a.m. one day and end at 8:00 a.m. the next.

ARTICLE 8

SENIORITY

Section 1. Definition.

Seniority shall be determined by an employee's time in any of the following categories:

- A. City Seniority - Total length of uninterrupted service following initial date of hire with the City.
- B. Division Seniority - Total length of uninterrupted service following the date of assignment to the Development Services Division.
- C. Department Seniority - Total length of uninterrupted service following the date of assignment to the Planning Department.
- D. Classification Seniority - Total length of uninterrupted service following the date of assignment to a primary job classification within the Development Services Division or Planning Department.

An employee serving on Original/Initial Probation shall accrue seniority, but not have it credited until the successful completion of such probation. Employees shall continue to accrue seniority for time spent on Military Leave, leave as a result of an on-the-job injury, or as provided elsewhere in this Agreement.

In the event two (2) or more employees have the same Classification Seniority, then Division or Department Seniority, whichever is applicable, shall determine the most senior. If employees have the same Classification and Division or Department Seniority, whichever is applicable, then City Seniority shall determine the most senior. If employees have the same Classification, Division or Department, and City Seniority, then they will draw numbers to determine who shall be considered the most senior.

Section 2. Loss of Seniority.

An employee's seniority accumulation shall stop if the employee:

1. Is discharged for just cause (unless reversed through the grievance procedure or other legal proceeding);
2. Retires; or
3. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same organizational entity, i.e. the Development Services Division or Planning Department, which he or she left within one hundred twenty (120) days of quitting or resigning shall be given credit for all seniority previously earned. An employee shall not, however, accrue seniority during the period in which he/she was not receiving direct compensation from the City.

Section 3. Seniority Lists.

The Development Services Division and Planning Department Heads shall maintain up-to-date seniority lists of all employees, which lists shall contain the names of all employees with their dates of hire, the date each entered the respective Division or Department, and date each entered his or her classification.

Every six (6) months, the City shall update and post the seniority lists on the official bulletin boards. The City and the Union shall be allowed thirty (30) days to correct any errors on the seniority lists as posted.

ARTICLE 9
PROBATIONARY EMPLOYEES

Section 1. Definition.

Probation is an integral part of the selection/screening process and shall be utilized for closely observing the employee's work and bringing about changes and improvements where necessary.

Section 2. Initial Probation.

Each employee, following initial employment with the City, shall serve a minimum original probationary period of approximately six (6) months, as determined by an hourly threshold of one thousand forty (1,040). All overtime hours worked in pay status shall be included in the probationary period. This probationary period may be extended, for just cause, by the Employer for up to three (3) months (520 hours) if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the probationary period is taken at least fourteen (14) calendar days prior to the end of the six (6) month probationary period. Such an extension shall be requested by the Development Services or Planning Department Director, as applicable, and reviewed by the Human Resources Director, who will make a recommendation for a final decision by the respective Department Head. Although an employee still on probation is not yet a member of the bargaining unit for representation purposes, a courtesy notification of any extension shall be provided to the Union.

Section 3. Promotional Probation.

All promotional appointments and transfers into the bargaining unit of individuals who have served an initial hiring probation elsewhere in the City shall be subject to a promotional/transfer probationary period of not less than three (3) months (520 hours) nor more than six (6) months (1,040 hours) as determined by the Employer.

An employee who fails to meet the requirements of the promotional probation shall be reinstated to his/her former position held prior to the promotional appointment if the position is available. The employee may grieve his/her failure to successfully complete the promotional probationary period. The applicable provisions of the City Code shall govern in the event an employee who has transferred into the bargaining unit fails to successfully complete his/her promotional probationary period.

ARTICLE 10

VACANCIES-TRANSFERS-PROMOTIONS

Section 1. Definitions.

- A. Vacancy. means any position not filled by either a probationary or permanent employee.
- B. Transfer. For the purposes of this Article, a transfer is the lateral movement of an employee in the same pay range to a position within a different or the same classification in the same pay range.
- C. Promotion. For the purposes of this Article, a promotion is the advancement of an employee by the Development Services or Planning Director or his/her designee to a higher paying classification within the same operational entity on a permanent basis.

Section 2. Posting.

All vacancies to be filled by Management shall be posted on Union bulletin boards for a period of ten (10) working days prior to filling the vacancy. The posting notice will contain the position number, hours of work, days off, and any other information as necessary. Vacancy announcements shall not be required for vacancies where the Employer allows a transfer or demotion to avoid a layoff situation. If a vacancy is not filled within fourteen (14) days following the posted open bidding period, it may be re-opened for bids. The Development Services or Planning Director, as applicable, shall notify the Union of a decision not to fill a vacancy at the time such decision is made.

Section 3. Voluntary Position Assignments.

Classification seniority will be used in making position assignments of employees in the same classification in the bargaining unit as outlined below:

- A. The preference of employees for particular position assignments will be considered, based on seniority, as vacancies occur, provided the employees are capable of carrying out the job responsibilities of the positions requested in a satisfactory manner. If an employee is not certified in the area of expertise required for the position, he/she will be treated the same as a "new hire" for that position.
- B. The employee will make a request for a transfer in writing to the Development Services Division or Planning Department Head or designee, as applicable. If the transfer is approved, the employee may not request another transfer for at least six months.
- C. Assignment changes under this section shall not require a probation period for those individuals who have the minimum certification(s) and related experience for the new position.
- D. Management and the Union shall mutually agree that the pay level at which the transferee is being placed is appropriate.

Section 4. Promotion.

Development Services Division or Planning Department seniority and qualifications, as applicable, will be used in determining those employees who will be selected for promotion. The decision as to the qualifications shall be determined by the Employer. The promotion will be awarded to the qualified employee with the most Development Services Division or Planning Department (whichever applies) seniority unless the Employer can show that a junior employee

is demonstrably superior to the senior employee. The employee will make application for promotion in writing to the Development Services Division or Planning Department Head or designee with a copy to the Human Resources Office.

In the event an employee is not appointed to a vacancy, the employee may request written reason(s) for the denial.

Section 5. Work Performed Out of Classification.

- A. An employee who, for a period greater than ten (10) consecutive working days, -is assigned duties not contained in his/her official position description but rather within the position description of a higher classification, shall be compensated at the beginning rate for the higher classification, provided such rate is greater than the normal rate of the employee. The employee shall be compensated at the next higher step of the classification in which he/she is performing the out-of-class work, as necessary to bring about an increase, in the event the beginning rate is less than the employee's normal rate of pay.
- B. The wage rate of an employee working out-of-class in a lower pay classification shall not have his/her wage rate reduced.
- C. An employee promoted to a classification in which he/she has worked out-of-class for a period of thirty consecutive days or more within one year of the date of the promotion shall be given credit for such time toward his/her probationary period resulting from the promotion, provided, however, that no credit shall exceed five hundred twenty (520) hours.
- D. An employee assigned to work out-of-class shall meet the qualifications for the classification to which the employee is temporarily assigned.

ARTICLE 11
LAYOFF PROCEDURE

Section 1. Layoff Determination.

A layoff shall be defined as a reduction of staff or the elimination of any classification or position to meet budgetary constraints without compromising the delivery of essential services as determined by the Public Works or Planning Department Head or his/her designee.

In the event a reduction-in-force is deemed necessary, employees shall be laid off as follows:

- A. Temporary employees shall be laid off first, followed by benefit-eligible employees on part-time schedules, followed by benefit-eligible full-time employees.
- B. The laying off of benefit-eligible, full-time employees will occur in the following order, but in no event will a primary classification be left vacant:
 - 1. The first three (3) position(s) to be affected by layoff will be selected based on bargaining unit seniority;
 - 2. When the three (3) positions with the least seniority are vacant and further layoffs are necessary, the Public Works or Planning Department Head or his/her designee shall designate the classification(s) where the layoffs will occur. Such layoffs will be by inverse seniority within the primary classification(s) as referenced in Article 2 Recognition and Union Security.
 - 3. The layoff basis will return to Development Services Division or Planning Department seniority when all positions affected are no longer vacant.

Section 2. Required Notice.

Employees who are to be laid off shall be given formal written notice at least ten (10) work days in advance of the date of the layoff. If sufficient notice is not given, the Employer shall in lieu thereof give fifteen (15) work days in pay to the affected individual. Provisions of the Worker Adjustment and Retraining Notification Act shall apply. The Union shall be given a copy of the layoff notice. Names of the employees to be laid off shall not be made public until given to the employees and the Union.

Section 3. Recall.

An employee who has been, or anticipates being, laid off may be placed on an eligibility roster by the Human Resources Director for a position for which the individual is fully qualified. Persons on such a reemployment roster will receive first consideration in case of call-backs to work in the same or similar capacity, provided they have requested such consideration in writing and are available at the time of any recall. Persons shall remain on the eligibility roster for a maximum of three (3) years.

Section 4. Severance Pay.

An employee who is scheduled for lay-off shall receive severance pay pursuant to the provisions of the Personnel Code governing lay-off, recall, and severance pay.

Section 5. Layoff Options.

The Public Works or Planning Department Head or his/her designee shall recommend to the City Manager alternative cutback areas (to any anticipated layoff of employees). Nothing in

this Agreement shall prohibit the City Manager and Human Resources Director from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- a) Reducing the total number of working hours of employees;
- b) Reducing the level of payment to current classifications;
- c) Implementing a rotational furlough system; or
- d) Utilizing other scheduling variations which may cause minimal impact on services rendered to the public.

ARTICLE 12

GENERAL PROVISIONS

Section 1. Decorum and Fitness.

All employees in the bargaining unit shall exhibit a positive, professional attitude and demeanor to one another, to administrators, and to the general public. This shall be interpreted to include being cordial, polite, and respectful; practicing good hygiene; and maintaining a neat and clean appearance.

Section 2. Driver's License Requirement.

Any bargaining unit member in a driving capacity with the City shall maintain a valid Kansas driver's or chauffeur's license in order to continue in that position. If the employee has a driving record either on or off duty which indicates a propensity for accidents and/or violations of the law, that employee may be removed from a driving capacity, possibly resulting in the reduction of the employee's class and pay or complete removal from City employment.

Section 3. Employee Assistance Program.

The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo a program directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if the Development Services Division or Planning Department Director believes there is a need for such counseling or the City Health Care Provider (CHCP) determines that the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance

may be arranged confidentially through either the CHCP, Human Resources Director, Development Services or Planning Director, or the Union Representative or designee.

Section 4. Personnel Records.

An Employee's official personnel file shall be maintained by the Human Resources Department. A copy of any adverse or disciplinary action shall be provided to the employee at the time such action is initiated. An employee shall have access to his/her personnel file provided he/she has arranged in advance with the Human Resources Department for such review. If during duty hours the employee shall arrange with his/her supervisor to be away from normal work duties. Access to employee personnel files shall be limited to the employee, Union, and Management, provided, however, that the Union must obtain a signed authorization from the affected employee before such access may be given. No other access shall be permitted unless specifically authorized in writing by the employee or through subpoena by a court of competent jurisdiction.

Section 5. Notification of Potential Liability.

All bargaining unit employees have a duty to promptly notify their supervisors of any activity of which they become aware which may cause a liability to the City, irrespective of their formal working areas or schedules. Employees have a continuing responsibility to help minimize the City's financial exposure so that it can provide the best and most efficient services to the public. If an employee's own supervisor is unavailable in a situation that demands immediate attention, the employee shall notify another department supervisor capable of remedying the matter.

Section 6. Work Rules.

Work rules and/or regulations will not be inconsistent with the provisions of this Agreement and will be uniformly applied in like circumstances.

Work rules and regulations pertaining to the performance of work and conduct of employees shall be available in each Division or Department for review by employees. One copy of the rules and regulations shall be made available to the Union.

Before existing work rules are changed or new rules established, an open hearing shall be held for the purpose of receiving and reviewing input from all affected employees. Notice of the hearing and the proposed work rules shall be posted on each Development Services Division and Planning Department bulletin board.

When existing work rules are changed or new rules established, they shall be posted prominently on each respective bulletin board for a period of fourteen (14) calendar days before implementation.

In the event an emergency is declared by the Employer at the Department Head level or above, existing work rules may be temporarily suspended for the duration of the emergency.

Section 7. Agreement Distribution.

The City and the Union agree to equally share the cost of printing this Agreement. Union stewards will be authorized to distribute the Agreement to bargaining unit employees.

Section 8. Clothing/Rain Gear.

One rain coat and one pair of rain boots will be provided to each employee at the expense of the City. The City will replace worn out or damaged rain gear provided the employee has taken reasonable care to secure and maintain it.

The City will also provide coveralls and safety equipment to all employees whose working conditions/job requirements warrant additional protection.

Section 9. Job Studies.

Union requests for job reclassification studies shall be considered on an individual, case-by-case basis. If the Human Resources, Public Works, or Planning Director determines that a job study is warranted, the study shall be conducted by the Human Resources Director, who shall then make a recommendation to the City Manager for a final determination.

Section 10. Union/Management Meetings.

At the request of either the Union or the Employer, meetings to consider matters of common interest other than grievances shall be held at a mutually acceptable time and place. Employees designated as representatives of the Union, not to exceed four (4), shall be allowed to be away from their work assignments with pay for the purpose of attending said meetings.

Section 11. Benefits Committee.

Local 1294 shall be entitled to select one (1) employee as a representative to any City Employee Benefits Committee. Such Union representative will receive his/her regular rate of pay for the time spent in meetings during regular work schedules, not to exceed two (2) hours per month. The Development Services Division or Planning Department Head or designee may authorize additional time on a case-by-case basis, however, upon written request from the employee representative.

Section 12. Residency.

- A. Employees hired after December 31, 1981 by the City must either be bona fide residents of Shawnee County at the time of appointment or establish such residency within six (6) months of successful completion of their initial employment probations.
- B. Residency shall also be maintained within the confines of the County for the duration of City employment. The City Manager may grant one extension, not to exceed six (6) months, for establishment of residency for good cause shown.
- C. Should the City Council make amendments to or repeal the current City Code regarding residency requirements, the Union and the City agree to meet and confer regarding such changes.

Section 13. Bilingual Employees.

The Employer may call upon bilingual employees to provide service as a translator/interpreter. Such service will be at the sole discretion of the employee. Employees who refuse such requests will suffer no reprisals for their refusal. Any time spent providing translation/interpreter service shall be considered time worked.

ARTICLE 13

LEAVES

Section 1. Leave of Absence Without Pay; Obligations of Employee.

A leave of absence without pay is a predetermined amount of time away from work requested by an employee and approved by the Development Services Division or Planning Department Director. It shall generally not extend beyond six (6) calendar months, but may be requested by an employee for any reason except illness. Leaves for illness or injury are governed by the provisions of Section 8 of this Article.

The fact that such a leave is possible does not mean approval is obligatory. Leaves of absence without pay, except in the case of a disciplinary action, shall be considered a privilege. As such, the best interests of both the City and the employee shall be considered in determining whether such leave shall be granted. An approved leave of absence may later be canceled for just cause.

When an employee is granted a leave of absence without pay, he/she may return to work at the end of the leave to the position left if still available. Should business necessity require the City to fill the position during the term of the leave, however, a temporary employee may be hired.

When granted a leave of absence without pay, the employee makes a commitment to return to work at the end of the leave. Failure to return to work or to obtain an extension shall be considered a resignation.

Section 2. Leave of Absence Without Pay; Conditions.

A. During a leave of absence without pay, the employee:

1. Shall not receive pay from the City;
 2. Shall not accrue any leave;
 3. Shall not pay retirement contributions nor be credited time toward retirement for any time the employee is not in pay status;
 4. Shall pay total health or other insurance falling due except as provided in Section 8 below;
 5. Shall, upon return to work, carry over all leave accrued prior to commencement of the leave without pay; and
 6. Shall not receive any other benefits during the absence.
- B. Provisions of the Family and Medical Leave Act (FMLA) shall govern any leave of absence that qualifies for such.

Section 3. Military Leaves; Temporary Training Periods.

An employee who is a member of a military reserve organization or a National Guard unit shall be entitled to paid leave as hereinafter provided. If such assignment would substantially interfere with the execution of City duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The maximum pay during any military leave shall be the difference between the base pay an employee would normally receive in one pay period and the amount received from the military. There shall be no compensation from the City if the military pay is equal to or greater than City pay. The maximum amount of temporary training pay annually for a forty (40) hour employee shall be eighty (80) hours. An employee shall be paid only for those days he/she would normally have been assigned to work during the time of the military assignment.

The employee shall provide appropriate documentation of orders to attend any training, citing the nature of the training; the required time away; and any related information as may be necessary to fully clarify the absence.

No City compensation shall be allowed for any person called to active or extended military service, provided that in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize payment from the City for the duration of such active service, not to exceed the difference between City and military pay as stated herein.

Section 4. Military Leaves; Extended Military Assignment.

All requests for military leave in excess of thirty (30) days must receive prior approval by the City Manager. Employees may be entitled to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leaves. It should be noted that the intent of this provision, unless superseded by state or federal law, is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity.

In case of involuntary conscription, the absence may be considered a leave of absence without pay and the employee may be allowed to continue in employment following completion of such service (at a point in the salary and benefit structure where the employee left the City) unless he/she plans to resign formally from a position, at which point all obligations by the City would cease.

Section 5. Funeral/Family Crisis Leave.

A. Forty (40) hour employees shall receive a maximum of three (3) working days per occurrence with no deduction from any hourly accruals for Funeral Leave, to be used specifically in accordance with the following:

1. Making arrangements for and/or attending the funeral of an employee's immediate family member, as defined in Article 3.G.
2. If the bargaining unit member is on approved leave and the death of an immediate family member occurs, the employee, at his/her option, may cancel the approved leave and be placed instead on funeral leave.
3. If the travel time required to get to and return from the funeral of an immediate family member is more than 18 hours, one additional travel day will be granted after verification.

B. Forty (40) hour employees shall also be eligible for up to three working days per occurrence for Family Crisis Leave, to be used in the following situations:

1. Caring for an immediate family member who has a life-threatening illness or injury as determined by the attending physician. If requested by the Development Services Division or Planning Department Head, as applicable, the employee may be required to supply a statement from such physician verifying the severity of the condition of the family member.
2. Undertaking recovery (or in limited cases of advance warning, preventive) measures in extreme extenuating circumstances which may threaten the health or welfare of the immediate family and/or their household as with a natural disaster such as fire, flood, tornado, or similar emergency requiring the securing of property.

C. Determination of eligibility for Funeral/Family Crisis leave shall be made by the Development Services or Planning Department Director or designee, consistent with the guidelines set forth in this Section. Upon the request of the employee, additional time, if needed, may be allowed from other leave accruals or pursuant to leave of absence provisions.

Section 6. Court Appearances.

An employee called to serve on jury duty or required to be a court witness, but not as a party in a civil matter or defendant in a criminal case, shall continue to receive full regular pay, but must turn over any witness/juror fees to the City.

An employee on court appearance leave shall return to work for the balance of a work day when the employee is excused by the court.

An employee shall not have deductions made from accrued leave for the purpose of this provision unless a party in a civil matter or defendant in a criminal case, either unrelated to his/her job, or appearing as an expert witness other than as a part of his/her job.

An employee appearing in court under this provision may retain any travel, lodging, and/or meal reimbursements.

Section 7. Leave Agreements.

An employee shall enter into a written leave agreement with his/her Department Head if the leave exceeds two (2) calendar weeks, including for a leave of absence to pursue Union Business but excluding vacation leave and leaves taken in accordance with Section 8 of this Article. The agreement shall specify the conditions of the leave; whether it is with or without pay; and what the employment status, salary, and other benefits will be.

The agreement shall be approved by the Human Resources Director and the City Manager prior to commencement of the leave. A copy of the leave agreement, excluding confidential material, shall be provided to the Union if the employee involved so authorizes.

Section 8. Medical Disability Leave.

A written request for a leave of absence with or without pay due to medical reasons may be made by an employee through the Development Services Division or Planning Department Director to the Human Resources Director, who has ultimate approval authority.

The Human Resources Director may require the employee to provide a conclusive medical statement concerning the problem, the probable extent of incapacitation, and any prognosis of when the employee could resume full responsibilities. The Human Resources Director or the CHCP may request an interim evaluation of the employee's condition during such a leave.

In the event the employee is receiving Workers' Compensation benefits as the result of an injury sustained in City employment -- and such incapacitation is total and temporary but not exceeding three (3) months' duration, the City may make contributions to the employee's health benefits upon recommendation of the Development Services or Planning Director and approval of the Human Resources Director, provided the employee is normally eligible for such benefits.

Physical incapacitation, including but not limited to pregnancy, miscarriage, abortion, childbirth, or other related medical conditions and recovery therefrom, shall be considered as temporary medical disabilities and treated as such under applicable leave provisions.

The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is able to return to work. The provisions of Section 5 of Article 14 shall be utilized in the event the employee

disagrees with the opinion of the CHCP. A light duty assignment, if available, may be an option at the discretion of the Department Head.

A medical leave shall be required for all leaves in pay status for medical reasons in excess of thirty (30) working days and for all medically-related leaves in a non-pay status. The employee requesting medical leave shall only receive pay during such leave to the extent the employee has and uses accrued leave.

An employee shall be returned to his/her former position at the end of a medical leave, subject to medical clearance to perform those duties.

Section 9. Voting Time.

An employee who is eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from employment duties with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before work commences or after it ends but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such period of time which, when added to the time the polls are open, will not exceed two (2) hours. An employee shall not, because of so absenting himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence from the employee's usual salary or wages.

The Development Services or Planning Director may specify the particular times during the day in which employees may absent themselves as aforesaid, except such specified times shall not include the regular lunch period.

The employee's Division or Department Head may require the employee to show a current voter registration card in order for the employee to be eligible for paid time off for voting.

Section 10. Civic Duty.

Employees appointed to a committee of the Topeka United Way shall be granted leave with pay to attend committee meetings during their scheduled work hours as long as staffing levels are appropriate as determined by the Development Services Division or Planning Department Head.

Employees choosing to seek election to the office of Mayor or City Council Member shall request vacation leave or a formal leave of absence from their positions with the City the duration of any campaign. If elected, an employee shall relinquish any position with the City.

Section 11. Blood Donations.

Employees who choose to donate blood or blood products shall be granted leave with pay for the time required to be absent from work during their scheduled work hours. Employees shall use only the time required to complete the donation procedure and shall seek to avoid conflicts with previously scheduled inspections or appointments.

Section 12. Extended Sick Leave Benefit.

- A. General. All employees who have satisfied their initial probationary periods and are benefit-eligible may receive extended sick leave benefits. Extended sick leave benefits may only be used by employees who will not be returning to work due to a diagnosed terminal illness.

- B. Amount. Extended sick leave benefits shall consist of 520 hours of sick leave for full-time employees and 390 hours of sick leave for employees who are not full-time. An employee who returns to work after using all or part of these benefits shall not receive additional extended sick leave benefits.
- C. Eligibility and Payment. An employee diagnosed as terminally ill may use extended sick leave benefits based on the normal scheduled hours for that employee's position. The extended sick leave benefits shall be paid at the employee's most recent regular rate of pay. No terminally ill employee shall be paid extended sick leave benefits until that employee has exhausted all accrued sick and vacation leave. A terminally ill employee who is using extended sick leave benefits shall not be considered in pay status for the purpose of other benefit accruals.
- D. Termination. An employee's receipt and usage of extended sick leave benefits shall end or be proportionally reduced when the employee starts receiving other disability benefit payments, including, but not limited to, KPERS and/or Social Security. An employee receiving extended sick leave benefits shall be obligated to inform the Human Resources Department when such disability benefit payments commence.
- E. Death. The death of an employee receiving extended sick leave benefits shall cause the benefits to cease. The deceased employee's heirs and/or estate shall not be entitled to either any unused extended sick leave benefits or the continuation of benefit payments.

Section 13. Leave for Professional Trade Organizations.

The City and Union agree that it is in the interests of both for employees to be appointed to and attend meetings of committees of nationally recognized code groups, trade associations, or other recognized organizations whose goals are to evaluate standards and implement improved practices for building construction. Accordingly, affected employees may, at the discretion of Management, be allowed paid leave time to attend such meetings without deductions from their leave accruals.

Requests for leave to participate in professional trade organization meetings in a representative capacity must be submitted in writing to the Director of Development Services or Director of Planning or their designees at least two (2) calendar weeks in advance of the requested leave. The leave request must include information stating the time, date(s), and agenda of the meeting and be supported by documentation citing the employee's official stature. None of the costs associated with these meetings shall be absorbed by the City.

Section 14. Union Leave.

Up to five (5) members of the bargaining unit shall be allowed to attend union functions such as, but not limited to, steward training or organizational drives, provided that staffing levels are not adversely affected as determined by Management. Any such time off, however, shall be chargeable as personal leave.

Up to four (4) members of the bargaining unit shall be granted paid time off from duty for getting to and from and attending any scheduled negotiation sessions with the City. Granted paid time under this section shall not cause the employee to be placed into overtime, unless authorized by Management.

A total pool of forty (40) regular hours with pay will be provided each contract year for no more than two (2) bargaining unit members to attend Council 61 and/or international union meetings at times that would not adversely affect staffing levels, as determined by Management.

ARTICLE 14

SICK LEAVE

Section 1. Accrual.

Full-time, forty (40) hour employees covered by this Agreement shall be entitled to accrue sick leave at a rate of 3.692 hours per pay period. The maximum year-end carry-over for sick leave shall be one thousand forty (1,040). While bargaining unit members may continue to accrue above that number at their normal rate during the ensuing twelve-month period, any excess on December 31 will be zeroed out and compensated in accordance with the provisions of Section 6 below. An employee must be performing assigned duties or on authorized paid leave to be eligible to accrue sick leave.

Section 2. Policy.

An employee shall only be allowed to utilize sick leave for approved purposes. An employee who wishes to be placed on sick leave shall make such a request to his/her supervisor. The request may be subject to verification of appropriateness either before or after its approval.

Requests for classification of paid time away as sick leave submitted more than three working days after return to work shall not be honored unless an exception is made by the employee's supervisor for good cause shown. Requests submitted following termination of employment shall not be processed.

Utilization of sick leave shall be permissible as it is accrued, including during the initial probationary period, but shall not be allowed in advance of accrual.

Section 3. Acceptable Use.

A. Sick leave may be allowed in minimum one-quarter-hour increments when an employee is unable to perform duties due to personal illness or injury. It may also be used for direct care-giving purposes associated with the illness, or for facilitating the medical, dental, or other routine diagnostic or remedial treatment, of the employee's immediate family member, as defined in Article 3.G.

In non-emergency situations, the employee shall strive to schedule medical or dental appointments and/or treatments at times which do not unduly interfere with job-related duties, notifying his/her supervisor as soon as possible once such appointment times are known. Sick leave may also be allowed or directed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

B. Sick leave may be utilized for elective surgery. If more than three (3) days will be necessary, however, arrangements shall be made in advance between the employee and his/her supervisor so that the leave will, to the extent possible, be at a time best suited to the work situation.

Section 4. Special Conditions.

A. Employees shall not be charged sick leave use for:

1. Medical appointments or therapy during regularly scheduled working hours authorized by Risk Management in connection with a Workers' Compensation claim or as otherwise directed by the Human Resources Director.
2. Medical consultations required by Management under the provisions of Section 5 below.
3. Any absence from scheduled time necessary because of a quarantine.

B. Employees shall not be compensated in the form of Sick Leave use for medical appointments or therapy occurring during non-duty hours.

Section 5. Health Status/Return to Work.

A. Employee Health Status. An employee may remain on the job so long as his/her health permits. In the event the Development Services Division or Planning Department Head, as applicable, believes the employee's health or the health of other employees may be jeopardized by that employee's continued presence at the worksite or otherwise determines that such employee is no longer able to perform the duties of his/her position, the employee may be referred to the Human Resources Department.

The Human Resources Director may further refer the employee to the CHCP for a determination as to whether the employee may remain on the job or be required to take sick leave.

The employee may seek a second opinion from another medical doctor in the event the CHCP determines the employee may no longer remain on the job. The CHCP shall attempt to reconcile any differing conclusion regarding the advisability of an employee's continuing to work, obtaining a third opinion at City expense if necessary to make that determination.

The physician designated by the employee and the CHCP shall jointly select the medical doctor to perform any third examination, with Risk Management resolving any disagreement between the two.

B. Return to work. Any employee who utilizes sick leave for five or more consecutive working days shall be required to obtain a medical release from

Human Resources prior to returning to work. The Human Resources Director may require the employee seeking to return to work to submit to an examination by the CHCP prior to returning to work.

Section 6. Year-end Reconciliation/Payment Upon Retirement.

Employees who at the end of the year have in excess of the number of Sick Leave hours permitted for carry-over as stipulated in Section 1 above shall have such residual hours zeroed out and compensated at the rate of thirty-five percent (35%) of their respective hourly wages on December 31. An employee retiring under KPERS or the Social Security System will similarly be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum payment of three hundred ninety-seven (397) hours at his/her hourly rate immediately preceding retirement.

Section 7. Abuse of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall be referred by the Development Services Division or Planning Department Head or his/her designee to the Human Resources Director.

The Human Resources Director may require the employee to report for a consultation and/or physical to the CHCP, who may further require the employee to provide a physician's statement certifying:

1. That the employee was treated and the date(s) of that treatment;
2. That the illness or injury was of sufficient seriousness to prevent the employee from being present at work;
3. That the employee was unable to work on a specified date or dates because of the illness or injury; and

4. That the employee may return to work to assume his or her regular duties on a date certain.

Failure to comply with the above doctor's statement requirement or the inability of the CHCP to substantiate any legitimate illness may result in a determination that the sick leave in question was not supported by medical opinion, thereby leading to the denial of its use and/or disciplinary action for abuse.

Section 8. Non-City Employment Injury and Use of Leaves.

Any employee injured while working for an employer other than the City shall reimburse the City for sick or other paid leave usage associated with such injury, provided such other employer is insured and a Workers' Compensation settlement has been consummated between it and the employee. The amount reimbursed shall not exceed the amount of pay made by the City.

Section 9. Injury on the Job; Workers' Compensation Relationship With Leave.

Employees injured in the course, or becoming ill as a direct result, of their employment and thereby eligible to receive Workers' Compensation while Temporarily Totally Disabled may elect to use accrued leave in an amount representing the difference between their total base compensation including longevity and the amount received from Workers' Compensation. Under this election, the employee's sick and other leave accrual shall be proportionate to the amount of leave being used. Should the employee's accrued leaves become depleted, any additional compensation from the City shall cease.

While on Workers' Compensation, employees shall continue to accrue seniority and other benefits, except that leave accrual will be prorated as above.

Section 10. Effect of Inter- and Intradepartmental Transfers on Sick Leave Accrual.

Any employee who is transferred, promoted, demoted, reassigned, or otherwise placed in a different department within the City shall be entitled to retain accrued sick leave.

Section 11. Sick Leave Non-Use Incentive.

As an incentive for the non-use of Sick Leave, bargaining unit employees shall be eligible for one (1) day, defined as eight (8) consecutive hours, of personal leave for each four full calendar months, specified as January-April, May-August, and September-December in which they use no sick leave.

The employee shall be responsible for reporting to their immediate supervisor, any errors or inaccuracies, reflected in their time cards as to personal leave time earned or accrued pursuant to this section within 28 calendar days of the day the personal leave time is earned or accrued. Failure to report any such error or inaccuracy within the time prescribed shall result in employee losing or forfeiting said personal leave time earned.

If not utilized by the end of the calendar year in which it is validated and credited by the Department of Financial Services, such non-compensable bonus day for the non-use of Sick Leave will be lost.

ARTICLE 15
EMPLOYEE BENEFITS

Section 1. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays:

- 1) New Year's Day -- January First
- 2) Martin Luther King, Jr.'s Birthday -- Third Monday in January
- 3) Memorial Day -- Last Monday in May
- 4) Independence Day -- July Fourth
- 5) Labor Day -- First Monday in September
- 6) Veterans Day -- November Eleventh
- 7) Thanksgiving -- Fourth Thursday in November
- 8) Friday after Thanksgiving
- 9) Christmas Eve Day -- December Twenty-fourth
- 10) Christmas Day -- December Twenty-fifth

Eligible employees shall receive a normal day's pay for each of the holidays listed above on which they perform no work.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. However, if the Governing Body designates an alternate day other than the Friday or Monday or vice versa as a holiday, then it will be the official designated holiday for the purposes of this section.

Section 2. Compensation for Work on a Holiday.

If an employee is required to work on a holiday, he/she shall be paid double time for all hours worked in addition to his/her normal pay for the holiday. All hours paid at the double time rate shall not be utilized for calculating overtime pay.

Section 3. Vacation.

A. Employees covered by this Agreement shall be entitled to accrue and utilize vacation benefits in accordance with the following chart:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.692	12	96
5-9 years	4.615	15	120
10-14 years	5.539	18	144
15-19 years	6.462	21	168
20-24 years	7.385	24	192
25-29 years	8.308	27	216
30 years & thereafter	9.231	30	240

Employees shall accrue vacation time from their dates of hire, but shall not be credited with such time until the successful completion of their original/initial probationary periods.

The maximum carry-over of vacation time from year to year for any forty-hour employee shall be two hundred forty (240) hours.

Employees shall be allowed use of accrued vacation time in minimum one (1) full hour increments.

B. Special Conditions.

An employee whose denial of the opportunity to take requested vacation leave results in the employee's accrual exceeding the maximum permissible for carry-over shall, with the approval of his or her Department Head, be allowed to carry over that part of the excess hours which were requested and denied. The burden of proof that the employee made a good faith effort to request and schedule vacation leave during the year in order to avoid the prospect of forfeiture shall be on the employee. Regardless, any excess hours authorized for an extension must be utilized during the post year-end period of January 1 through March 31 or be lost.

Management will make every effort to allow an employee to schedule and use excess vacation leave during the above-cited period, if necessary assigning days off to liquidate the surplus. Under no circumstances, however, will total accrued vacation leave as of April 1 of any year be allowed to be above two hundred forty (240) hours plus the number earned during the preceding three-month period.

Section 4. Vacation Pay.

The pay for vacation hours shall be at the employee's regular straight time rate in effect for his/her regular job on the day immediately preceding the vacation period.

An employee whose pay day falls during a vacation will either have his/her check mailed to a pre-designated address or direct-deposited in his/her bank account, consistent with the established individual option, with the voucher being held by his/her supervisor until the employee returns.

Section 5. Choice of Vacation Period.

The Development Services Division and Planning Department Directors, respectively, shall have sole approval authority for vacation requests. Employees shall strive to make those requests as far in advance of the desired time off as possible, but may be granted up to two (2) days without prior notice.

All vacation in excess of two (2) days must be requested in writing to the Development Services Division or Planning Department Director or his or her designee at least one (1) week prior to commencement of the vacation. If competing requests have been submitted and mission requirements make it necessary to limit the number of employees away at the same time, the employee with the greater Development Services Division or Planning Department (whichever applies) seniority shall be given first preference. Regardless, the approving authorities shall have ultimate discretion to determine the number of employees who may be on vacation at any given time.

Section 6. Advance Vacation Request Period.

- A. Employees shall have until March 1 of each year to request specific dates for vacation leave for the remainder of that year and have such requests acted upon pursuant to seniority as set forth in Section 5 above. Once approved, the vacation dates may not be canceled except for compelling business reasons.

- B. Vacation leave requests made subsequent to March 1 in any calendar year shall be considered on a "first come, first served" basis without regard to individual seniority.

Section 7. Holiday During Vacation Period.

If a designated holiday, as provided in Section 1 of this Article, occurs during the work week in which a vacation is taken by an employee, the amount of time charged to vacation shall be reduced by the number of holiday hours that are credited.

Section 8. Vacation Right in Case of Layoff, Separation, or Retirement.

- A. Retirement. Subject to the limits set forth in Section 3 above, any retiring employee shall be fully compensated for his/her unused accrued vacation time at the hourly rate of pay in effect on the last day of work.
- B. Voluntary/Involuntary Separation. Any employee terminating his/her employment with the City after satisfactorily completing the initial probationary period shall be compensated for all unused accrued vacation time.
- C. Laid-Off Employees. Any employee who is laid off for any reason after completion of the initial probationary period shall be paid for any unused accrued vacation as of the date of the layoff. Any employee laid off may, in the alternative, retain his or her accrued vacation time as permitted under the recall provisions of this Agreement.

Section 9. Retirement Systems.

All employees covered by this Agreement shall be subject to federal Social Security withholding. In addition, the Employer agrees to operate under the Kansas Public Employees Retirement System Act as may be amended from time to time.

Section 10. Deferred Compensation.

Any benefit-eligible employee may participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 11. Mileage Reimbursement.

Any employee covered by this Agreement who is required to use a personal vehicle in conducting City business will be eligible for reimbursement at the rate paid by the City at the time the travel occurs.

To be eligible for mileage reimbursement, employees will be required to maintain complete and accurate records of travel related to City business. Failure to have such records may result in denial of claims presented to the City. Any misuse of this provision (that is, making a false claim for reimbursement) may result in disciplinary action up to and including dismissal.

Mileage driven by employees to and from home and work and lunch or break more than ten (10) miles one way to any destination without prior supervisory approval or any other mileage not directly related to City business shall not be eligible for reimbursement.

Section 12. Auto Insurance Reimbursement.

Any employee covered by this Agreement who is required on a continuing basis to use a personal vehicle in the execution of City business shall be reimbursed at the rate of seven dollars (\$7.00) per month for each full month the employee utilizes his/her personal vehicle on the job as a partial offset to the cost of said employee's auto insurance premiums. Such reimbursements shall be calculated on a monthly basis per individual and be reimbursed twice annually during the first full pay periods in January and July of each year. Any over-payments may be recouped by the City.

Employees must provide the Development Services Division or Planning Department Director with proof of their personal auto insurance coverage in order to receive this reimbursement.

Section 13. Employee Development.

A. The purpose of the City's employee development program is to promote improved productivity in City services as per the following policy guidelines:

1. Only full-time benefit-eligible employees may be reimbursed for academic courses pursued through recognized educational institutions.
2. Reimbursement will be authorized upon the employee's showing evidence of completion and passing of the course.
3. The City will not reimburse employees for a course from a non-accredited institution, nor may an employee receive total overall reimbursement for course work in excess of four hundred fifty dollars (\$450.00) per year.
4. The City will not reimburse employees for extracurricular fees, textbooks, or other course-related materials. These shall be paid for by the employee.

5. An employee must complete the request for reimbursement form as provided by the Human Resources Department and have the concurrence of the Director under whose jurisdiction the employee's Department falls before the employee may be reimbursed for an academic course.
 6. Any employee attending an academic course during regular working hours pursuant to these policy guidelines must take time off without pay or use vacation time, unless the course is a training seminar or conference sanctioned by the City.
 7. This section does not apply to technical or departmental-related training sponsored by organizations of which a City Department is a member.
- B. The Public Works and Planning Department Directors shall make every effort to budget for and approve reimbursement for academic courses for employees in their respective Departments on a first-come, first-served basis.
- C. All newly-hired employees or employees who are reassigned or transferred to another classification will be provided with all application fees and other approved expenses associated with the testing for all certifications required to perform the positions to which they are assigned. The above provisions are applicable to a maximum of two (2) attempts to pass any required test, with employees being personally responsible for the costs thereafter. Employees will be required to notify the Development Services or Planning Director, as applicable, in writing, of their intentions to take a required certification test at least three (3) months prior to the test date, unless an exception is requested and granted.

- D. Annual continuing education shall be provided to all bargaining unit employees in their primary and any secondary disciplines.
- E. Management and the Bargaining Unit agree to work together to explore the possibility of creating a special fund dedicated to professional training and continuing education.

Section 14. Physical Fitness Programs.

In order to encourage and enable employees to achieve optimal physical health, the City shall offer a personal fitness program to benefit-eligible employees. The program shall provide that all employees have full use of the City Wellness Center without charge. Employees desiring to utilize this program shall make application directly to the Wellness Center.

Section 15. Group Insurance.

The Employer and Union have agreed to cost-sharing for healthcare benefits for employees and dependents as set forth within the current Memorandum of Agreement between the City of Topeka, this Union and other bargaining units recognized by the City.

The Employer retains the authority to select group health insurance coverage and carriers in order to maintain a cost-effective program. The Employer agrees to notify the Union at least thirty (30) days in advance of any changes in coverage or carrier.

The Union agrees to discuss and consider coverage options in a continuing effort to contain and control escalating costs of group health insurance through the City's Healthcare Advisory Committee. The Union may select one (1) member as a representative of this bargaining unit to the Healthcare Advisory Committee.

Section 16. Cafeteria Benefit Plan.

All benefit-eligible employees may participate in the Cafeteria Benefit Plan as defined by the City of Topeka.

Section 17. Personal Day.

All bargaining unit employees, upon the successful completion of their initial employment probationary periods (minimum 6 months/1,040 hours; maximum 9 months/1,560 hours), shall be allowed one (1) discretionary personal day off with pay per calendar year. Except for the first such day awarded upon completion of probation, these eight-consecutive-hour leave entitlements will be credited on the first business day of each year. Employees must schedule their personal days off with and have them approved by their Supervisors. This personal day cannot be carried over from one (1) calendar year to the next unless an exception is granted by the Department Head. In all instances the Personal Day must be used by June 30th of the next calendar year or be lost.

During the calendar year 2014, bargaining unit employees will be allowed one (1) additional discretionary personal day off, for a total of two (2) discretionary personal days in the calendar year 2014. The additional discretionary day off for calendar year 2014 is subject to all the terms and conditions set out in the above paragraph of this section.

Section 18. Professional Organization Dues.

The City shall, at his or her election and request, pay the cost of annual membership in one of the following organizations for each employee of the bargaining unit: International Association of Plumbing and Mechanical Officials (IAPMO); International Association of Electrical Inspectors (IAEI); Heart of America Chapter, International Code Council (ICC); Kansas Association of Code Enforcement (KACE); American Backflow Prevention Association (ABPA); or American Association of Code Enforcement (AACE).

ARTICLE 16

WAGES

Section 1. Pay Periods.

Employees shall be paid on a bi-weekly basis according to the published payroll schedule that is in effect for the City of Topeka.

Section 2. Wages.

Inspectors and Reviewers shall be paid in accordance with their respective Position and Grade Levels set forth in the “Development Services/Planning Wage Schedule”.

Effective with the first day of the first full pay period in January 2017, all hourly rates in the wage schedule shall be increased by one and three-quarters percent (1.75%). Effective with the first day of the first full pay period in January 2018, all hourly rates in the wage schedule shall be increased by two percent (2%). For 2019, Article 16 shall be reopened.

Development Services/Planning Wage Schedule

Inspectors			
(Includes Building, Mechanical, Electrical, Cross Connection, & Zoning)			
Position	Grade	2017 Hourly Rate	2018 Hourly Rate
Inspector I	Non-Certified	18.81	19.19
Inspector II	Certified	21.68	22.12
Inspector III	3 Years Certified	24.75	25.25
Inspector IV	3 Years Certified + Additional Certification Identified in Article 16, § 4	26.00	26.52
Inspector V	6 Years Certified + Additional Certification Identified in Article 16, § 4	26.78	27.32

Inspectors			
Plus Mobile Home (MH)			
Position	Grade	2017 Hourly Rate	2018 Hourly Rate
Inspector I	Non-Certified	19.18	19.57
Inspector II	Certified	22.13	22.58
Inspector III	3 Years Certified	25.26	25.77
Inspector IV	3 Years Certified + Additional Certification Identified in Article 16, § 4	26.52	27.06
Inspector V	6 Years Certified + Additional Certification Identified in Article 16, § 4	27.31	27.86

Inspectors			
Plus Elevator			
Position	Grade	2017 Hourly Rate	2018 Hourly Rate
Inspector I	Non-Certified	19.37	19.76
Inspector II	Certified	22.33	22.78
Inspector III	3 Years Certified	25.49	26.00
Inspector IV	3 Years Certified + Additional Certification Identified in Article 16, § 4	26.79	27.33
Inspector V	6 Years Certified + Additional Certification Identified in Article 16, § 4	27.59	28.15

Inspectors							
Plus Multi-Trade							
Position	Grade	2017 Hourly Rate	w/MH	w/Elev	2018 Hourly Rate	w/MH	w/Elev
Inspector I	Non-Certified	20.13	20.53	20.73	20.54	20.95	21.15
Inspector II	Certified	23.20	23.66	23.92	23.67	24.14	24.40
Inspector III	3 Years Certified	26.48	27.02	27.29	27.01	27.57	27.84
Inspector IV	3 Years Certified + Additional Certification Identified in Article 16, § 4	27.81	28.37	28.66	28.37	28.94	29.24
Inspector V	6 Years Certified + Additional Certification Identified in Article 16, § 4	28.66	29.23	29.52	29.24	29.82	30.12

Planner Review			
Position	Grade	2017 Hourly Rate	2018 Hourly Rate
Planner Reviewer I	Non-Certified	23.20	23.67
Planner Reviewer II	Certified	26.03	26.56
Planner Reviewer III	2 Years Certified + CPRC (See Article 16, § 4)	28.90	29.48
Planner Reviewer IV	4 Years Certified + CPRC (See Article 16, § 4)	31.75	32.39
Planner Reviewer V	6 Years Certified + CPRC (See Article 16, § 4)	32.72	33.38

Section 3. Longevity.

Inspectors and Reviewers shall receive one level increase in longevity compensation as set forth in the forty (40) year Longevity Pay Plan at the end of this section. The longevity increase shall become effective on their hiring anniversary dates, provided there has been at least a “Meets Expectations” rating received on the most recent annual performance appraisal

preceding that event and the employee is not already at the top of the forty (40) year Longevity Pay Plan. For the purposes of longevity movement under this Section, employees who for whatever reason do not receive annual performance appraisals will be deemed to have qualified for an overall “Meets Expectations” rating.

Longevity Pay Plan Effective January 9, 2010	
1yr	.05/hr
2yrs	.10/hr
3yrs	.15/hr
4yrs	.20/hr
5yrs	.25/hr
6yrs	.30/hr
7yrs	.35/hr
8yrs	.40/hr
9yrs	.45/hr
10yrs	.50/hr
11yrs	.55/hr
12yrs	.60/hr
13yrs	.65/hr
14yrs	.70/hr
15yrs	.75/hr
16yrs	.80/hr
17yrs	.85/hr
18yrs	.90/hr
19yrs	.95/hr
20yrs	1.00/hr
21yrs	1.05/hr
22yrs	1.10/hr
23yrs	1.15/hr
24yrs	1.20/hr
25yrs	1.25/hr
26yrs	1.30/hr
27yrs	1.35/hr
28yrs	1.40/hr
29yrs	1.45/hr
30yrs	1.50/hr
31yrs	1.55/hr
32yrs	1.60/hr
33yrs	1.65/hr
34yrs	1.70/hr
35yrs	1.75/hr
36yrs	1.80/hr
37yrs	1.85/hr

38yrs	1.90/hr
39yrs	1.95/hr
40yrs	2.00/hr

Section 4. Certification and Advancement.

Employees hired in the classifications of Inspector I and Plan Reviewer I must obtain mandatory certification in their respective discipline, as prescribed in the table below, within eighteen (18) months of their hire date in order to be retained in that position. Once the mandatory certification is obtained, advancement to Inspector II or Plan Reviewer II is automatic.

Inspector III eligibility will occur after three (3) years' time in certified status -- and promotion to Inspector IV shall coincide with attainment of a Master's License for trade inspectors, AACE Enforcement Administrator certification for zoning inspectors or Commercial Plan Review Certification (CPRC) for building inspectors, as prescribed in the table below. Eligibility for Inspector V shall come about three years after Inspector III or IV has been achieved, with the potential existing for skipping directly to Level IV from Level II if the time requirement has been met and a Master's License for trade inspectors, AACE Enforcement Administrator certification for zoning inspectors or CPRC for building inspectors is already earned.

Plan Reviewer III eligibility will occur after two (2) years maintaining certified status -- and promotion to Plan Reviewer IV shall coincide with attainment of the Commercial Plan Review Certification. Eligibility for the top level of Plan Reviewer V shall come about four (4) years after Inspector III has been achieved, with the potential existing for skipping directly to Level IV from Level II if the time requirement has been met and the Commercial Plan Review Certification has been attained. In addition to any pay increases resulting from corresponding

elevation to a higher-ranking position, Inspectors and Plan Reviewers shall be given two hundred fifty dollar (\$250.00) bonuses for each of the following: (1) obtaining their initial certifications; (2) obtaining their Master's Licenses, AACE Enforcement Administrator certification, or Commercial Plan Review Certification; and (3) obtaining any certification authorized for their classification in the chart below.

In conformance with accepted industry standards, employees shall be required to re-certify every three years. Attendance at available seminars is encouraged for that purpose. If certification is not renewed and maintained, an employee may have to revert to a non-certified pay status.

While as indicated below all Inspectors/Plan Reviewers may obtain certification as a Certified Building Official (CBO), the City shall with respect to just that category reimburse an employee for the cost of taking the test one time only.

Certifications shall be applicable to the current code(s) adopted by the City of Topeka.

SANCTIONED CERTIFICATIONS

Cross-Connection, Electrical, Mechanical, &Plumbing Inspectors	Building Inspector	Commercial Plan Reviewer	Zoning Inspector
MANDATORY CERTIFICATIONS			
Trade Specific Inspectors' Certification	ICC Commercial Building Inspectors Certification	ICC Commercial Plans Examiners' Certification	AACE/ICC Zoning Inspector
VOLUNTARY CERTIFICATIONS			
Building	Building	Building	Building
Certified Building Official	Certified Building Official	Certified Building Official	Certified Building Official
Cross-Connection	Concrete	Concrete	KACE Code Enforcement Officers' Certification
Electrical	Electrical	Electrical	*AACE Code Enforcement Administrator
Elevator	Elevator	Elevator	
Mechanical	Mechanical	Mechanical	
Mobile Home	Mobile Home	Mobile Home	
Commercial Plan Review	*Commercial Plan Review	*Commercial Plan Review	
Plumbing	Plumbing	Plumbing	
Solid Fuel	Steel	Trade Commercial Plan Review (within Primary Trade)	
Trade Commercial Plan Review (within Primary Trade)			
*Master Trade License			

*Certification required for advancement to certain grade levels as prescribed above.

Section 5. Evaluations.

A. Promotional Probationary Employees. An employee's supervisor(s) will strive to provide a promotional probationary employee with appropriate feedback pertinent to the employee's work performance, as needed, throughout the probationary period. In addition, a promotional probationary employee's supervisor(s) may complete mid-probation and end-of-probation evaluations to advise the employee of any needed improvements and of his or her status in a position.

At least two (2) calendar weeks prior to the expiration of the employee's promotional probationary period, the Development Services or Planning Director, as applicable, shall notify the Human Resources Director, the Union, and the employee in writing whether the service of the employee has been satisfactory and whether the employee shall be retained in the position. The Development Services or Planning Director, as applicable, may also remove a promotional probationary employee from a position at any time if, in their opinion, the employee is unable or unwilling to satisfactorily perform expected duties or the employee's attitude, habits, or dependability do not merit continuation of service consistent with Section 4 of Article 9.

B. Permanent Employees. Regular, full-time, permanent bargaining unit members shall be evaluated by their supervisors annually during the month of January for the preceding year. Such performance appraisals shall be discussed personally with and acknowledged through his or her signature by each individual employee. Such signatures shall not necessarily indicate agreement with the content and conclusions of the evaluation and may be accompanied by written comments -- to be submitted within seven (7) days of and stay on file with the evaluation -- taking exception to the overall rating or any portion thereof.

Any employee who elects not to acknowledge by his or her signature the presentation and receipt of an annual evaluation shall thereby relinquish entitlement to any longevity pay and any

monetary bonuses or incentives associated with work performance, merit recognition, or certification achievement. In the event a supervisor fails to execute an employee's appraisal during the time period specified above, that employee shall be deemed to be performing at at least a "Meets Expectations" level.

ARTICLE 17

JOB ACTION PROHIBITION

Neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. Similarly, consistent with the proscriptions of K.S.A.75-4333(b)(8), the Employer will not institute or attempt to institute any form of lockout.

The Union agrees to notify all Local officers and representatives of their obligations and responsibilities for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others and to encourage employees violating this Article to return to work.

Nothing contained herein shall preclude the Employer from disciplining employees and/or obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 18

CLOSING AND SAVINGS CLAUSE

Section 1. Closing Clause.

The parties jointly stipulate that this Memorandum of Understanding represents the complete Agreement between the Employer and the Union.

The parties acknowledge that (1) during the meetings which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law and (2) the complete understandings and agreements arrived at by the parties after exercise of those rights and opportunities are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right -- and each agrees that the other shall not be obligated -- to meet and confer with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 2. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by a tribunal of competent jurisdiction, such invalidation shall not negate any remaining portions, which shall remain in full force and effect. Any invalidated provisions shall, however, be subject to the meet and confer procedure.

Section 3. Successor Clause.

In the event the City of Topeka consolidates City Departments and/or Divisions represented by AFSCME Local 1294 for the purpose of efficiency or better serving the public, this Agreement shall continue to govern the terms and conditions of employment for those positions identified in Article 2 *supra*.

ARTICLE 19

RATIFICATION OF BARGAINING UNIT AGREEMENT

Upon completion of negotiations, all tentatively agreed-to provisions shall be reviewed by the City and Union bargaining teams, including the Union's representative business agent, for accuracy of language and content. If no discrepancies are found, the Union shall submit the proposed contract to its membership for a ratification vote. The Union shall then submit a letter to the City announcing the results of that vote. If the Union membership votes in favor of the bargaining unit agreement, the letter of notification will include a request to present the ratified Agreement to the Governing Body for approval. Such letter shall be sent within five (5) working days of the bargaining unit vote.

Should the Governing Body approve the Agreement, the City and Union bargaining team members, including the Union representative business agent, shall sign the Acknowledgement page before having it attested-to by the City Clerk and Executed by the City Manager.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective for three years from the first day of the first full pay period in January 2017 through December 31, 2019; however, Article 16 shall be reopened for 2019. Thereafter, it shall continue in effect during any period of negotiations and until replaced by a successor Agreement or terminated in the manner set forth in the following paragraph.

In the event either party decides to terminate this Agreement, written notice must be given to the other party at least sixty (60) days prior to the desired termination date.

The City and AFSCME Local 1294 agree that any Article of this Agreement may be reopened at any time by mutual consent.

Any amendments to this Agreement shall be numbered, dated, and signed by the responsible parties and be in technical conformity and consistency with existing provisions of this Agreement. The ratification process for such amendments shall be as described in Article 19.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2017 IN
THE CITY OF TOPEKA, KANSAS, BY:

UNION

Jennifer Schmidt
AFSCME Council 61 Representative

David Streit
Negotiating Team Member

Craig Thornburg
Negotiating Team Member

Ed Alford
Negotiating Team Member

Craig Johnson
Negotiating Team Member

CITY OF TOPEKA, KANSAS

Brent Trout
City Manager

ATTEST:

Brenda Younger, City Clerk