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City Council Agenda

**City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603**

October 8, 2013

6:00 PM

Mayor: Larry E. Wolgast

Councilmembers

Karen A. Hiller	District No. 1	Chad Manspeaker	District No. 6
John Campos II	District No. 2	Elaine Schwartz	District No. 7
Sylvia E. Ortiz	District No. 3	Nathan Schmidt	District No. 8
Denise Everhart	District No. 4	Richard Harmon	District No. 9
Michelle De La Isla	District No. 5		

City Manager: Jim Colson

Addressing the Council: No person shall address the Council during a Council Meeting, unless they have notified the City Clerk by 5:00 P.M. on the day of any Council Meeting of their desire to speak on a specific matter on the published meeting agenda or during the public comment portion of the Council Meeting. This limitation shall not apply to items added during the course of a meeting. The Council does not take action with respect to any subject not on the agenda unless added to the agenda by a two-thirds vote of the Council

Persons addressing the City Council will be limited to four (4) consecutive minutes of public address on a particular agenda item. Debate, question/answer dialogue or discussion between Councilmembers will not be counted towards the four (4) minute time limitation. The Chair may extend time with the unanimous consent of the Council or the Council by affirmative vote of five (5) members may extend the four (4) minute limitation.

Persons will be limited to addressing the City Council one (1) time on a particular matter unless otherwise allowed by an affirmative vote of five (5) members of the City Council.

Citizens wishing to offer Public Comment may sign up by phoning the City Clerk's office at 368-3940.

To make arrangements for special accommodations please call 785-368-3940. A 48-hour advance notice is preferred.

The Federal Communications Commission (FCC) has adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). TRS permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY) or other device to call persons with or without such disabilities. To reach the City Clerk's office using the TRS, please dial 711.

(Agendas are available on Thursday afternoon in the City Clerk's office, 215 SE 7th – Room

☐ Back ☐ Print

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. PROCLAMATIONS:

"Fire Prevention Week"

"Alpha Kappa Alpha Sorority Day"

2. PRESENTATIONS:

"None scheduled at this time."

3. ROLL CALL:

4. CONSENT AGENDA:

A. Resolution - Todd Colt - Noise Exception

☐ [ATTACHMENTS](#)

A RESOLUTION introduced by Councilmember Richard Harmon, granting Todd Colt an exception to the provisions of City of Topeka Code Section 9.45.150, concerning noise prohibitions. *(Council District No. 9)*

(City of Topeka Code Section 9.45.170, et seq., authorizes the Council to grant noise exceptions. Approval would allow for a live band during the hours of 6:00 p.m. and 10:00 p.m. on October 19, 2013, at 916 SW Watson Street.)

B. Resolution - Shara Monhollon - Noise Exception

☐ [ATTACHMENTS](#)

A RESOLUTION introduced by Councilmember Richard Harmon, granting Shara Monhollon an exception to the provisions of City of Topeka Code Section 9.45.150, concerning noise prohibitions. *(Council District No. 9)*

(City of Topeka Code Section 9.45.170, et seq., authorizes the Council to grant noise exceptions. Approval would allow for amplified music and sound during the hours of 7:00 p.m. and 11:59 p.m. on October 26, 2013, at 1733 SW Seabrook Avenue.)

C. MINUTES of the regular meeting of October 1, 2013

D. APPLICATIONS:

5. NEW BUSINESS:

A. Labor Agreement - Water Pollution Control Division

☐ [ATTACHMENTS](#)

APPROVAL of a one-year Labor Agreement between the City of Topeka and the Water Pollution Control Division Local Union.

Voting Requirement: Majority vote of all the Governing Body, including the Mayor.

(Approval of the agreement would provide wage increases in 2014 and guidelines for management and employees in the bargaining unit. Term of the agreement is for one year beginning January 1, 2014.)

B. Resolution - 2014 Community Development Block Grant Empowerment Grants

 [ATTACHMENTS](#)

A RESOLUTION introduced by City Manager Jim Colson, approving the 2014 Neighborhood Empowerment Grants as recommended by the Neighborhood Empowerment Grant Committee.

(The Empowerment Grant Review Committee has completed its annual review of proposals for funding for the 2014 Community Development Block Grant Empowerment Program and recommends a total of \$150,000 be awarded.)

C. Applications - Retail Cereal Malt Beverage and Scrap Metal Dealers License

APPROVAL of Retail Cereal Malt Beverage and Scrap Metal Dealers License Applications.

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Retail Cereal Malt Beverage License applications and Scrap Metal Dealer applications must be approved by the governing body prior to issuance of the licenses.)

6. MISCELLANEOUS:

-

7. PRESENTATIONS BY THE CITY MANAGER, MAYOR AND MEMBERS OF THE COUNCIL:

-

8. PUBLIC COMMENT:

-

9. ADJOURNMENT:

-



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

August 22, 2013

☐ Back ☐ Print

DATE:	October 8, 2013	
CONTACT PERSON:		DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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August 22, 2013

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STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"Fire Prevention Week"
"Alpha Kappa Alpha Sorority Day"

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"None scheduled at this time."

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 27, 2013

☐ Back ☐ Print

DATE: October 8, 2013
CONTACT PERSON: Richard Harmon DOCUMENT #:
SECOND PARTY/SUBJECT: Todd Colt PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Councilmember Richard Harmon, granting Todd Colt an exception to the provisions of City of Topeka Code Section 9.45.150, concerning noise prohibitions. (Council District No. 9)

(City of Topeka Code Section 9.45.170, et seq.. authorizes the Council to grant noise exceptions. Approval would allow for a live band during the hours of 6:00 p.m. and 10:00 p.m. on October 19, 2013, at 916 SW Watson Street.)

POLICY ISSUE:

Todd Colt has requested a noise exception for a Birthday Party to take place during specified date and time.

STAFF RECOMMENDATION:

Staff recommends the Council move to approve the resolution.

BACKGROUND:

Todd Colt is requesting the exception due to a live band at the event.

BUDGETARY IMPACT:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

[Resolution](#)

Item #6

1 RESOLUTION NO.

2
3 A RESOLUTION introduced by Councilmember Richard Harmon, granting Todd Colt an
4 exception to the provisions of City of Topeka Code § 9.45.170
5 concerning noise prohibitions.
6

7 WHEREAS, City of Topeka Code § 9.45.170 makes it unlawful for any person to
8 make, continue or cause to be made or continued any loud, unnecessary or unusual
9 noise or any noise which either annoys, disturbs, injures or endangers the comfort,
10 repose, health or safety or others within the limits of the city; and

11 WHEREAS, City of Topeka Code § 9.45.170 authorizes the City Council to grant
12 exceptions to the prohibitions of this code section upon request and a showing that the
13 proposed activity does not offend the spirit of the findings of City of Topeka Code §
14 9.45.150; and

15 WHEREAS, Todd Colt has requested that she be granted an exception to the
16 provisions of City of Topeka Code § 9.45.170 for the purposes, dates and times
17 described herein; and

18 WHEREAS, upon review of the application, the Council of the City of Topeka
19 does hereby find that the requested activity does not offend the spirit of the findings of
20 City of Topeka Code § 9.45.150.

21 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Topeka
22 that Todd Colt is hereby granted an exception from the provisions of City of Topeka
23 Code § 9.45.170 for a live band during a Birthday Party to be located at 916 SW
24 Watson Street on October 19, 2013 between the hours of 6:00 p.m. and 10:00 p.m.
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26 ADOPTED and APPROVED by the City Council _____.
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CITY OF TOPEKA, KANSAS

Larry E. Wolgast, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 27, 2013

☐ Back ☐ Print

DATE:	October 8, 2013	
CONTACT PERSON:	Richard Harmon	DOCUMENT #:
SECOND PARTY/SUBJECT:	Shara Monhollon	PROJECT #:
CATEGORY/SUBCATEGORY	020 Resolutions / 005 Miscellaneous	
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by Councilmember Richard Harmon, granting Shara Monhollon an exception to the provisions of City of Topeka Code Section 9.45.150, concerning noise prohibitions. (Council District No. 9)

(City of Topeka Code Section 9.45.170, et seq., authorizes the Council to grant noise exceptions. Approval would allow for amplified music and sound during the hours of 7:00 p.m. and 11:59 p.m. on October 26, 2013, at 1733 SW Seabrook Avenue.)

POLICY ISSUE:

Shara Monhollon has requested a noise exception for a Halloween Party to take place during specified date and time.

STAFF RECOMMENDATION:

Staff recommends the Council move to approve the resolution.

BACKGROUND:

Shara Monhollon is requesting the exception due to amplified music and sound at the event.

BUDGETARY IMPACT:

No budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

[Resolution](#)

Item #7

1 RESOLUTION NO.

2
3 A RESOLUTION introduced by Councilmember Richard Harmon, granting Shara
4 Monhollon an exception to the provisions of City of Topeka Code §
5 9.45.170 concerning noise prohibitions.
6

7 WHEREAS, City of Topeka Code § 9.45.170 makes it unlawful for any person to
8 make, continue or cause to be made or continued any loud, unnecessary or unusual
9 noise or any noise which either annoys, disturbs, injures or endangers the comfort,
10 repose, health or safety or others within the limits of the city; and

11 WHEREAS, City of Topeka Code § 9.45.170 authorizes the City Council to grant
12 exceptions to the prohibitions of this code section upon request and a showing that the
13 proposed activity does not offend the spirit of the findings of City of Topeka Code §
14 9.45.150; and

15 WHEREAS, Shara Monhollon has requested that she be granted an exception to
16 the provisions of City of Topeka Code § 9.45.170 for the purposes, dates and times
17 described herein; and

18 WHEREAS, upon review of the application, the Council of the City of Topeka
19 does hereby find that the requested activity does not offend the spirit of the findings of
20 City of Topeka Code § 9.45.150.

21 NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Topeka
22 that Shara Monhollon is hereby granted an exception from the provisions of City of
23 Topeka Code § 9.45.170 for amplified outdoor music during a Halloween Party to be
24 located at 1733 SW Seabrook Avenue on October 26, 2013 between the hours of 7:00
25 p.m. and 11:59 p.m.
26

ADOPTED and APPROVED by the City Council _____.

CITY OF TOPEKA, KANSAS

Larry E. Wolgast, Mayor

ATTEST:

Brenda Younger, City Clerk



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 4, 2013

☐ Back ☐ Print

DATE: October 8, 2013
CONTACT PERSON: DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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214 SE 8th Street
Topeka, Kansas 66603

September 4, 2013

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DATE: October 8, 2013

CONTACT PERSON: DOCUMENT #:

SECOND PARTY/SUBJECT: PROJECT #:

CATEGORY/SUBCATEGORY

CIP PROJECT: No

ACTION OF COUNCIL: JOURNAL #:

PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 20, 2013

☐ Back ☐ Print

DATE:	October 8, 2013	
CONTACT PERSON:	Carol Foreman, Labor Relations Attorney	DOCUMENT #:
SECOND PARTY/SUBJECT:	Water Pollution Control Division Labor Agreement	PROJECT #:
CATEGORY/SUBCATEGORY	007 Contracts and Amendments / 020 Employee Agreements	
CIP PROJECT:	No	
ACTION OF COUNCIL:	JOURNAL #:	PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a one-year Labor Agreement between the City of Topeka and the Water Pollution Control Division Local Union.

Voting Requirement: Majority vote of all the Governing Body, including the Mayor.

(Approval of the agreement would provide wage increases in 2014 and guidelines for management and employees in the bargaining unit. Term of the agreement is for one year beginning January 1, 2014.)

POLICY ISSUE:

The agreement addresses the effective operation of various aspects of the working relationship, including compensation, union business and accurate reporting of standby and holiday hours worked.

The agreement provides the bargaining unit members with one step increase and a .75% across the board increase to the pay schedule. The increased wage cost for 2014 is estimated to be \$66,642.52 or 2.14%. The total impact to the 2014 budget, including benefit costs, is an increase of 3.35%.

The agreement also provides for one additional personal leave day and allows union officers up to twenty-six hours a year to conduct union business.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

Item #10

The tentative agreement has been reached and ratified by bargaining unit members on September 4, 2013. Highlights of the changes to the agreement are listed below:

- Call/Show-up Time: Clarifies that call time ends when employee returns home
- Standby: Clarifies that standby pay is two times employees regular pay on holidays
- Holidays Recognized and Observed: Allows twelve (12) hour shift operations to get paid twelve (12) hours of holiday pay
- Wage Schedule for 2014: Changes 2013 dates to 2014
- Employee Wages: Provides for a one step increase to eligible bargaining unit members for 2014
- Wage Schedule: Provides a .75% increase to wage schedule for 2014
- Personal Days: Allows for one additional personal leave day
- Termination and Amendments: Makes contract effective January 1, 2014 through December 31, 2014

BUDGETARY IMPACT:

The increased cost is estimated to be \$66,642.52 or 2.14%. The total impact to the 2014 budget, including benefits, is an increase of 3.35%.

SOURCE OF FUNDING:

Utility Revenue Fund

ATTACHMENTS:

[WPC 2014 Labor Agreement](#)

[Summary of Changes](#)

[Wage Proposal Cost Estimates](#)

[Memo from Finance](#)

CITY OF TOPEKA

CONTRACT # _____

AGREEMENT

Between

**CITY OF TOPEKA
WATER POLLUTION CONTROL**

And

TOPEKA CITY EMPLOYEES

Of the

**WATER POLLUTION CONTROL DIVISION
LOCAL UNION**

JANUARY 1, 2014 – December 31, 2014



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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Employees Covered.

This Agreement shall be restricted to employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board Case No. 75-UDE-2-1994.

Section 2. 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 3. City Ordinances.

The parties agree that all ordinances now in force, which are not in conflict with any Article, Section of any Article, or any language contained in this Agreement, shall apply to members of the bargaining unit. Any ordinances hereafter enacted may also be applied to employees of the bargaining unit covered by this Agreement, provided that both parties to the agreement agree on such application.

Section 4. Bargaining Unit.

- A. Introduction. The Employer recognizes the Union as the exclusive bargaining agent for employees. The bargaining unit shall be limited to employees in

position classifications listed below holding part-time and full-time permanent and probationary appointments.

B. Categories

Equipment Operator

Equipment Operator I
Equipment Operator III

Equipment Operator II

Wastewater Treatment Facility Operator

Wastewater Treatment Facility Operator I
II
Wastewater Treatment Facility Operator III
IV

Wastewater Treatment Facility Operator
Wastewater Treatment Facility Operator

Electrical and Instrumentation Mechanic

Electrical and Instrumentation Mechanic I
II

Electrical and Instrumentation Mechanic

Inflow and Infiltration Operator

Inflow and Infiltration Operator I

Inflow and Infiltration Operator II

CCTV Inspection Operator

CCTV Inspection Operator I

CCTV Inspection Operator II

Maintenance Mechanic

Maintenance Mechanic I
Maintenance Mechanic III

Maintenance Mechanic II

Bio-Solids Technician

Bio-Solids Technician I

Bio-Solids Technician II

The City agrees to advise the Union in advance of any changes in or additions to the above classifications and to meet and confer with the Union before the institution of any change to the terms and conditions of employment of the employees covered by the provisions of this

agreement.

Section 5. Check-off.

The Employer agrees to deduct the Union membership initiation fee assessments, dues, and/or representation fees once each month from the pay of those employees who personally request in writing such deductions is made. The written authorization for the above deductions shall be given to the payroll clerk at least thirty (30) days prior to the day that said deductions are to be made. The amounts to be deducted shall be certified to the Employer by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with a computer printout to the official Treasurer of the Union by the end of the succeeding month after such deductions are made by the Department of Financial Services. The computer printout shall consist of a listing of every employee for which current Union deductions are withheld.

To partially offset the administrative costs associated with the check-off service, the Employer is authorized to bill and receive reimbursement from the Union in the amount of \$.10 per bargaining unit member per deduction and \$.60 for the processing of any change. 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 total of such administrative fees shall be subtracted from the aggregate deductions remitted to the Union Treasurer each month.

Any employee may direct a written request, pursuant to the provision of the Union by-laws, to the Union President stating that the employee no longer desires deductions for Union membership. Such a withdrawal of authorization shall only become effective after the employee

has met all conditions of the Check-off Authorization and Assignment form and thirty (30) days from the date of receipt of the notice by the Director of Financial Services. Such notice shall cause the removal of the employee's name from the list of employees authorizing Union dues deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union, upon request by an employee, and shall be confidential.

All deductions shall be taken out 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 responsible for the check-off. Neither is the City responsible for retroactive check-offs when the Employee's pay becomes sufficient to meet the check-off. The City is not responsible for any voluntary deduction, including the Union check-off, if an employee is on unpaid leave.

Section 6. Visits by Union Representatives.

Non-employee Union representatives will be permitted to come on the premises of the Employer for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement, and fulfilling their exclusive representative obligations to the members of the bargaining unit, provided they report to the Division Head and give the following information:

- a. The name of the employee to be visited.
- b. The approximate time needed for the visit.

The Division Head will determine whether the employee's duties are such that the employee is available at the time to talk to the Union representative. If the Division Head determines that the employee's duties are such that the employee cannot be released at that time, the Union representative will be told when the employee will be available to talk to the non-

employee Union representative.

Section 7. Bulletin Boards.

The official Division bulletin boards utilized for posting notices to employees in each Section within said Division may be made available to the appropriate Union official for the purpose of posting notices of Union meetings, results of elections, and Union activities. Such notices shall be dated and on Union stationery. The Union agrees to furnish a copy of any such Union notice to the Division Head prior to its posting.

Section 8. New Employees.

The Human Resources Department will provide the Union with the names of new bargaining unit employees. The Union will provide management with a list of the Union stewards. Every effort will be made to introduce WPC bargaining unit employees to the Union stewards.

Section 9. On Duty Business.

The Union President and Union Officers (President, Vice President, Recording Secretary, Treasurer, 2 Chief Stewards) may be allowed up to twenty six (26) hours per calendar year to conduct and participate in union business, as determined by the Union President, provided that business does not interfere, impede or disrupt assigned and necessary duties of the Water Pollution Department and shall not cause additional costs or otherwise distract from the job. The time allowed to conduct union business in accordance with this section shall not result in loss of pay or leave.

Additional hours beyond the 26 may be granted to the Union President and/or Officers as determined by the President with the approval of the Division Director or his/her designee.

For on-duty union business to be conducted as stated above, it must be approved by the Division Head or his/her designee. Further, such on-duty union business must be requested in writing to the Division Head or his/her designee at least seventy-two (72) hours in advance of planned union business. Division Head or his/her designee has the authority and discretion to allow or disallow the union business requested.

ARTICLE 2

DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning indicated unless the context clearly suggests otherwise:

- A. Classification shall be defined as the different skill levels within a category into which an employee is grouped, as specified in Section 4 of Article 1 of this Agreement.
- B. Demotions are the voluntary or involuntary movement of an employee in which the employee receives less pay.
- C. Full-time Employee is one who works a minimum of forty (40) hours per work week or in the case of shift operations eighty (80) per two weeks on a regular and continuing basis.
- D. Furloughs are temporary layoffs or other modifications to normal working hours without pay for a specified duration.
- E. Grievance shall be defined as any matter in which an employee maintains that his or her rights or privileges have been violated by reason of the City's interpretation or application of the provisions of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the procedure free of non-meritorious grievances.
- F. Layoff shall be defined as temporary termination of an employee due to a shortage of funds, lack of work, or abolishment of a position to ensure the efficient and economical operation of the Division as determined by the Division Head and/or the Governing Body.
- G. Overtime Work shall mean time worked in excess of forty (40) hours per week in pay

status as approved by the Division Head or designee.

- H. Part-time Employee is one who works less than forty (40) hours per work week on a regular and continuing basis.
- I. Pay Status shall be the following types of hours considered as hours worked:
 - a. Holiday time
 - b. Vacation time
 - c. Any other time in pay status as provided by this agreement.
- J. Performance Assessment Adjustment (PAA) is the step adjustment based on performance.
- K. Permanent Employee is a benefit-eligible, full-time or part-time employee, who has satisfactorily completed a probationary period as stated in Article 9, Section 2.
- L. Promotions are the advancement of an employee by the Division Head or his/her designee to a higher paying category or classification on a permanent basis.
- M. Temporary Employee is one who works on an irregular or non-permanent basis.
- N. Transfers are the lateral movement of an employee to a position with a different category or classification in the same pay range.
- O. Vacancies are positions not filled by a permanent employee.

ARTICLE 3

MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers, and authority of the Employer as granted to it under the laws of the State of Kansas and the Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
- c) Suspend or discharge employees for just cause;
- d) Maintain the efficiency of governmental operation;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Take actions as may be necessary to carry out the mission of the agency in emergencies; and
- g) Determine the methods, means, and personnel by which operations are to be carried on.

The provisions of this Article shall not, however, be used for the purpose of undermining the Union.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. Applicability.

This process shall apply to permanent employees in the bargaining unit. Initial probationary employees may utilize the procedure for benefit issues only.

Section 2. Representation.

The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the City grievances of any and all such employees arising from such employment.

Section 3. Union Grievances.

Union officers or stewards who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement is believed to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over their application.

Section 4. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards, selected from among permanent employees in the unit, will not exceed six (6). Two (2) of the stewards selected by the Union shall be designated as Chief Stewards.

The Union agrees to provide the Employer a list of all stewards, designating their assignment as regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area in which they serve as a supervisor. A Chief Steward is not restricted to any area in performing assigned functions. The steward list will be maintained on a current basis.

Stewards shall be allowed reasonable time during working hours, without loss of pay or leave, for the sole purpose of investigating grievances in the unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than forty five (45) minutes per week, provided, however, that if there are two (2) or more grievances filed in any one (1) week period, the investigating Union steward shall have one (1) hour to investigate them. Extensions of this time limit may be authorized by the Division Head and/or designee, but will not be unreasonably denied. Before leaving the assigned work area, the steward will notify his or her immediate supervisor/manager and advise that:

1. The absence will involve Union business as it relates to possible grievances and
2. The location to which the steward is going.

It is understood that the work and service provided by the Employer are the primary concern and such requests for absences on Union business will reflect that. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor/manager will make arrangements so the Steward may be excused as soon as practical. On arriving at the destination, the steward will seek out the person in charge and advise as to:

1. The purpose of the steward's visit and
2. The name of the employee to be seen.

The supervisor normally will make the employee available. If the employee is not

available because of work demands, the supervisor will make arrangements, without undue delay, to make the employee available.

Alternate stewards will function as stewards in the absence of the regular stewards and will observe the procedures set forth in this Section.

A Chief Steward will observe the procedures set forth in this Article except that he or she will be allowed one and a half (1½) hours per week for investigating grievances.

An employee desiring to leave his or her assigned work area to discuss an alleged grievance/complaint with a steward will obtain prior permission from the immediate supervisor/manager. Permission will not be unduly denied.

The number of authorized stewards is subject to modification upon mutual agreement by the parties in local labor management relations meetings.

Section 5. Procedure.

The City and the Union agree to the following exclusive steps, time limits, and conditions for presenting and adjusting grievances:

A. STEPS:

STEP 1: A grievance must be taken to the immediate supervisor/manager outside the bargaining unit within fourteen (14) calendar days following knowledge of the problem. The aggrieved employee and his/her Union representative, if the employee desires representation, shall discuss the matter with the employee's immediate supervisor/manager. If the grievance is not settled within ten (10) calendar days following this discussion, the grievance shall, within such time, be reduced to writing on forms provided by the City and submitted to the next step.

STEP 2: In the event Step One does not resolve the matter, the written grievance shall be forwarded to the Division Head within the above ten (10) day period. The grievance shall be signed by the employee and the Union representative and shall set forth the facts of the dispute and the relief sought, referring to the specific provision or provisions of the Contract alleged to have been violated. Second step grievance discussions shall take place at a meeting among the grievant, the Division Head, and the Union representative. Such meeting shall be scheduled and held within ten (10) calendar days. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 3: Such answer shall be final unless the grievance is appealed by written notice to the Director of Utilities & Transportation within seven (7) calendar days after receipt of the City's second step answer. Third step grievance discussions shall take place at a meeting among the Director of Utilities & Transportation and/or designee, Division Head, the grievant, and his/her Union representative(s). Such meeting shall be scheduled and held within ten (10) calendar days. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 4: The answer of the Director of Utilities & Transportation shall be final unless the Union appeals the decision to the Human Resources Department (HRD) within seven (7) calendar days after receipt of the answer from the Director of Utilities & Transportation. A representative of the HRD shall investigate and conduct an informal hearing into the matter. The representative of the HRD shall provide a final answer for the Union within fifteen (15) calendar days of receipt of

the appeal.

STEP 5: The answer of the representative of the HRD shall be final unless the Union appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the HRD within ten (10) calendar days after receipt of the City's fourth step answer.

B. Expedited Grievance Procedure. In the event of a proposed or actual termination, the Union may by-pass Steps 1, 2, and 3 and file the grievance directly with the Director of Human Resources. All arbitration proceedings shall take place in accordance with the provisions of Sec. 7.

Section 6. Arbitration.

If the grievance is appealed to arbitration, the parties shall first meet and try to agree upon an arbitrator. This meeting shall take place within ten (10) calendar days of receipt of the notice specified in Step 5. Failing such agreement, the City shall request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The initial list (and any subsequent list) will not be requested until the City receives one-half of the expense to obtain the list. Failure to submit payment for the list within ten (10) calendar days of a written request for such payment will result in withdrawal of the request for arbitration and the matter will be considered settled on the basis of the City's last answer. Should the first list of arbitrators be found to be unacceptable, either party may request that a second list of arbitrators be obtained. The party requesting arbitration shall strike the first name and each party shall strike one name alternatively until one arbitrator is left. The arbitrator shall be notified of his/her selection and a request shall be made that the arbitrator set a time and place for the hearing within thirty (30)

days of notification, subject to the availability of the City and the Union representatives. The parties shall attempt to stipulate to the issue(s) before the arbitrator. All documentary evidence and lists of witnesses shall be presented to each opposing party (City and Union) prior to the commencement of the hearing. Acceptance of additional evidence presented to the arbitrator, which was not submitted in advance to the opposing party, or testimony from a witness not listed in advance, shall be at the sole discretion of the arbitrator. The arbitrator shall honor any request for a continuance of the hearing made by a party not provided evidence or advised of a witness prior to the hearing if the arbitrator determines to admit such evidence or testimony.

Section 7. Authority of Arbitrator.

Only one grievance may be decided by the arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this Agreement or expand the issue(s). The arbitrator shall consider and decide only the particular issue(s) presented in writing by the City and the Union. The arbitrator's decision and award shall be based solely upon his/her interpretation of the application of the terms of the Agreement. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule. The award of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 8. Arbitration Expenses.

The expenses of the arbitrator, including fees and expenses, shall be shared equally by the City and the Union. Each party shall be responsible for its own arbitration expenses. 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.

Section 9. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the City's representative fails to give a written answer within the time limit set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following the City's answer will be considered settled on the basis of the City's last answer. The number of days to answer or move a grievance may be extended by mutual agreement.

ARTICLE 5

DISCIPLINE AND DISCHARGE

Section 1. General Policy.

The Employer shall apply the concept of progressive discipline through four administrative actions relative to infractions of a like or similar nature. Supervisors/managers shall point out deficiencies in work at the time they occur, or as soon as practicable following knowledge thereof, and strive to make suggestions and corrections in a constructive, helpful manner. When disciplinary or other corrective measures are taken for just cause, the seriousness of an offense will often vary with the circumstances and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The progressive steps are:

1st Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Final Written Reprimand - Signed by the supervisor/manager and the employee to acknowledge receipt thereof and witnessed by a Union officer/steward.

Suspension - (Notice to be given in writing.)

Discharge - (Notice to be given by Certified Mail from the Human Resources Department.)

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

Employee Assistance measures may be utilized if deemed appropriate by Management.
(See Article 18, Section 12).

Section 2. Procedure.

The progressive disciplinary system listed above is intended to serve as a warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in suspension or termination. The steps of progressive discipline are intended as a guideline for the application of discipline, but the City may apply any level of discipline commensurate with the seriousness of the offense committed.

- A. Disciplinary actions not considered serious enough to warrant immediate suspension or termination shall be removed from the employee's file on completion of two years of continuous service free from additional disciplinary actions for violations of a similar nature. An employee may file a written request with the Director of Human Resources for the removal of disciplinary actions serious enough to warrant an immediate suspension after five (5) years of continuous service free from additional violations of a similar nature. The Director of Human Resources shall consider the overall work record of the employee and the seriousness of the offense for which the employee was suspended in any determination relative to the removal of such disciplinary actions. All items removed from the employee's personnel file shall be given to the employee. Union representatives may assist the employees in this process, provided Management retains the authority to remove items from an employee's personnel file without such a request.
- B. The City shall have the right to discipline employees up to and including termination, provided that all actions to terminate employees shall require the approval of the Director of Human Resources of the City. The City may place the

employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 4 of this Agreement.

C. Offenses not normally considered serious enough to warrant immediate suspension or termination:

1. Destruction or loss of City property;
2. Improperly using or obtaining leave time;
3. Tardiness;
4. Absence without permission or proper notice;
5. Interference with regular conduct of City business;
6. Using City vehicles, property, or equipment for personal use;
7. Consistent or continual unavailability for work;
8. Engaging in habits that interfere with the individual's or any other employee's performance on the job;
9. Violations of any work rule governing a Management right or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses and is for illustrative purposes only.

D. Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows:

This list shall not be construed to constitute the entire list of such offenses but is solely for the purpose of illustration. The City reserves the right to

determine that any violation of rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances relating to the offense.

1. Dishonesty in any form;
2. Theft of property belonging to the City;
3. Knowingly making false statements in matters relative to employment;
4. Insubordination;
5. Unreasonable and abusive treatment of a client, citizen, or other individual in the community or on the City payroll;
6. Verbal or non-verbal harassment;
7. Disregard for the City's policy prohibiting discrimination;
8. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions;
9. Possession of any type of firearm, explosive, or concealed weapon without specific authority;
10. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Drug and Alcohol Policy;
11. Other violations of a similar nature.

Section 3. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall if at all possible be done in

a manner that will not embarrass the employee before other employees or the public.

Section 4. Notification.

For all proposed disciplinary actions, the Employer shall notify the employee involved at a minimum of twenty-four (24) 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 right 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 twenty-four (24)-hour waiting period or Union representation or both, but must do so in writing. If neither is waived, the employee and the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline.

Section 5. Justification and Measure of Disciplinary Action.

In the event disciplinary action 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 there for. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct. An employee shall be entitled to the presence of a Union representative at any phase of a disciplinary action, even if previously waived. If there is no Union representation in a disciplinary matter, no resulting penalty can be used as a precedent for the handling of a similar incident in the future.

ARTICLE 6

HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the bargaining unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees other than operators shall be eight (8) hours within a twenty-four (24) hour period unless changed by mutual agreement or mission necessity.

The workweek for Sewage Plant Shift Operators will begin at 9:00 a.m. on Saturday and end at 9:00 a.m. the following Saturday, with corresponding twelve (12) hour work days for these operators generally following the same 9:00 to 9:00 schedules, augmented by single biweekly eight (8) hour transition coverage shifts year round.

Upon mutual agreement between the City and Union, other hours of work can be implemented which do not violate any Federal or State laws. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time, as set forth above.

Section 2. Work Schedules.

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. All work schedules showing the employee's shifts, work days, and hours shall be posted on applicable departmental bulletin boards.

The Employer shall provide five (5) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. Employees will not

be sent home early for the purpose of avoiding overtime.

Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated in Section 12.

Section 3. Flex Time.

By mutual agreement between an employee or group of employees and a first-line supervisor/manager, as approved by the Division Head, work times different from the normally scheduled hours may be established on either a short or long-term basis. Whether initiated by the employee or the Employer, such “flex time” requests shall be made with as much lead notice as possible, but in any event at least ten (10) business days in advance for adjustments that will be lasting more than five (5) days.

For such long-term periods only, requests must be in writing and submitted through the immediate supervisor/manager by an employee or group of employees or vice versa, with approval in either instance being contingent upon Division Head concurrence. Decisions and acceptances will in all cases be governed by personal considerations, needs of the Department, and minimum project staffing requirements. Union input may be sought whenever such time changes are contemplated.

Temporary Flex Time changes shall not themselves be the basis for entitlement to Shift Differential, as provided under Section 10. Neither shall they qualify an employee for Call-back or Show-up time/pay minimums set forth in Section 8 simply because the hours happen to fall outside a regularly-scheduled shift.

Section 4. Rest & Meal Periods.

- A. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site. Supervisors/managers shall cooperate with the employees required to work overtime in making arrangements for contingencies such as daycare, shared rides, etc.

When the nature of the work being done has been declared an emergency by the Division Head or designee, the employee shall not be entitled to a rest period until the emergency work has been completed.

- B. All employees are assigned to set work hours under the first section of this Article. Employees can eat lunch during these hours of work with pay, but only at the job site. Employees at the plant sites will not be able to leave the plant site for the purpose of retrieving a meal. Employees in the field will not be permitted to come back to the plant site to eat their meals unless they are returning to the plant site as a part of their job duties. There are no set time periods to eat a meal, but employees are expected to only take a minimum amount of time for that purpose and only when work allows the employee to do so.

- C. Employees called back or required to work outside of normal work hours shall be given a paid fifteen (15) minute rest period after each two (2) continuous hours of work and/or a paid thirty (30) minute combination rest and meal period after each four (4) continuous hours of work.

The Division Head or designee may provide a paid meal to an employee who is required to work overtime. If the Employer determines that the employee's work

cannot be interrupted for a meal break, the employee shall be entitled under these circumstances to only enough time to eat the meal.

Section 5. Clean-up Time.

Employees shall be granted paid fifteen (15) minute personal clean-up periods at the end of the shift.

Section 6. Time and Place for Reporting for Work.

Employees shall be ready to commence work or depart from their reporting stations for the job assignments at the beginning of each work schedule.

Section 7. Reporting Time.

Any employee who is scheduled for work and who presents himself/herself for work as scheduled shall be assigned to at least one (1) hour of work on the job for which he/she was scheduled for work.

Section 8. Call/Show-up Time.

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours show-up time or for the actual number of hours worked, whichever is greater, at his/her scheduled hourly rate. Only one show-up allowance may be paid per twenty-four (24) hour period. An employee shall only be paid for actual hours worked on subsequent calls in a twenty-four (24) hour period. The end of a call time occurs once the employee has returned to his/her home.

Section 9. Standby.

Any employee selected by the Division Head or his/her designee as being on standby and specifically designated as a standby employee shall be entitled to two (2) hours per day standby pay for every day he/she is on standby and three (3) hours per day on weekends and Holidays. Standby pay shall be at one and one half times the employee's regular hourly rate of pay and two (2) times the employee's regular hourly rate of pay for holidays recognized and observed in Article 13 of this contract. Employees may elect to designate standby as compensatory time. If a designated standby employee is called to work, he/she will not be entitled to receive standby pay for the day(s) he/she is called to work. A day is defined as starting at 12:00 AM to 12:00 AM.

Section 10. Shift Differential.

Full time, benefit eligible employees of the Water Pollution Control Division shall be eligible for shift differential as follows:

1. Shift Work, generally starting at or after 7:00 p.m. but before 3:00 a.m. shall qualify for the differential.
2. As an exception to the normal requirement that shift work be regular and recurring, those who bid on and are assigned to pre-established "night" shifts for emergency snow removal shall also receive the differential for hours worked in that contingency capacity.
3. If an employee volunteers for or is otherwise assigned to fill-in on a temporary basis for an absent co-worker on shifts that would ordinarily satisfy the criteria of Subsection 1 above, that employee shall be entitled to the differential for all hours worked in that assignment.

4. Employees assigned to such night schedules shall be paid an additional seventy cents (\$.70) per hour.
5. For the purposes of either standby actually worked, or overtime performed, in conjunction with an underlying qualifying night schedule, Shift Differential, as a premium pay, shall be added prior to calculation of one and one-half (1½) times the employee's regular hourly rate.
6. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or holiday time; and any related absence with pay.

Section 11. Emergency Lead Incentives.

Eligible employees of the Water Pollution Control Division shall be eligible for a flat \$1.00 per hour for temporarily assuming a lead function over an emergency crew. The incentive pay shall be added to the individual's hourly pay as a flat \$1.00 per hour after overtime calculations have been applied, and the incentive pay shall be available for all hours worked, including standby, as a lead person. Individuals eligible for the incentive shall be designated by Management in advance of working in a lead capacity and shall be responsible for maintaining accurate records, coordinating/delegating needed work, maintaining rules and efficiency of operations, operating/being responsible for any City vehicles or equipment, and performing any non-lead work as needed.

Section 12. Exceptions.

When the Division Head has determined that an emergency exists, the Union agrees that

the provisions of this Article may be temporarily altered in order to control the situation which has caused the emergency.

ARTICLE 7

OVERTIME

Section 1. Overtime.

- A. Rate of Pay. Compensation for overtime work shall be at one and one-half (1-1/2) times the employee's regular rate of pay.
- B. Eligible employees. For the purpose of this article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation or sick leave for other than personal illness may, at the time of request therefore, ask to be retained on a particular overtime call list. Any employee who refuses or is not available for work despite bona fide attempts to reach him or her will be passed over on the call list and not have another opportunity until the next rotation cycle.

Section 2. Distribution of Overtime Work.

Overtime work shall be offered equally to employees who normally perform or are otherwise qualified to do the work. The categories of employees for scheduled and emergency after-hours overtime call lists will be determined by the Division Head. The Division Head will notify the Union in advance of and consider its input relative to any proposed changes. Management and the Union will mutually agree on how overtime is distributed for those employees who volunteer to be placed on a scheduled or emergency after-hours overtime call list. Employees volunteering to be on a call list shall be placed on the list by division seniority, with the employee having the highest seniority listed first. In addition, Management may make

an exception to the following of such lists by offering overtime to a particular employee with special expertise or familiarity who is assigned to a specific defined project, as well as to employees who are already on a job and can contribute to operational efficiency by being held over beyond their normal shift until its feasible shut-down or completion.

When it is necessary to call employees for overtime work, the opportunity shall be offered to the employee listed first on the appropriate call list and continue until the entire list has been exhausted, picking up each time from where last leaving off. Any employee who has been called out for and is still on emergency duty, however, may be required to continue to work as long as any other emergency exists.

Section 3. Employee's Obligation to Accept Overtime Work.

Any employee shall have the right to refuse the first call for overtime work on an individual job. The Employer, after exhausting the call list, will then go in reverse order, with the employee with the least amount of seniority that refused the first call being required to work the overtime. Any employee refusing overtime work upon receiving a second call shall be subject to disciplinary action as provided in Article 5 of this Agreement.

Section 4. Compensatory Time.

Compensatory time shall be given in accordance with the provisions of the FLSA. At the employee's election and subject to concurrence by the Supervisor/Manager, hours normally classified as overtime and eligible for compensation at one and one-half (1½) times the employee's regular rate of pay may instead be designated as the equivalent in compensatory time and utilized as leave consistent with prescribed request and approval requirements. Such

election shall, however, be subject to a maximum annual accrual of forty-eight (48) hours. The Division Head may determine a temporary greater maximum accrual and may, based on Division budgetary constraints, pay in compensatory time all hours normally classified as overtime.

An employee may accumulate up to a maximum of two hundred forty (240) hours of compensatory time and may carry over an equal amount of compensatory time from one calendar year to another.

In the event of a snow or other similar emergency declared by the City Manager whereby all “non-emergency” employees are directed to stay at home with pay and without assessment of personal leave, all WPC employees covered by this Agreement who are considered emergency employees and therefore required to (and do) report shall receive in Compensatory Time the same number of hours as those deemed non-emergency are excused from duty, less any time such emergency WPC employees are themselves granted absences from normal work schedules.

ARTICLE 8

SENIORITY

Section 1. Definition.

Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following groups:

- A. City Seniority – The total length of uninterrupted service following initial date of hire with the City.
- B. Division Seniority – The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.
- C. Classification Seniority – The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

Employees shall accrue seniority for time spent on involuntary Military Leave or leave as a result of an on-the-job injury or as provided elsewhere in this Agreement.

Section 2. Loss of Seniority.

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

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure).
- B. Retires.
- C. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred twenty (120) days shall

receive credit for all City seniority previously accrued. Any employee who does not receive direct compensation from the City during the above-mentioned 120-day period shall not accrue seniority during that time. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

The Division Head shall maintain an up-to-date seniority list of all employees containing the name of each employee, date of hire, date entered the division, and date entered the classification.

Every six (6) months, the City shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union. The City and the Union shall be allowed thirty (30) days to notify one another of any errors they find in the seniority lists as posted.

ARTICLE 9

PROBATIONARY EMPLOYEES

Section 1. Purpose

Probation, as an integral part of the selection/screening process, shall be utilized for closely observing the employee's work and for securing the most effective adjustments of an employee.

Section 2. Initial Probation.

Each employee, following initial employment, shall be subject to a minimum initial probationary period of 2,080 hours. The initial probationary period may be extended, for just cause, by the Employer for up to 520 additional 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 initial probationary period is taken prior to the end of the initial probationary period. The Employer agrees to notify employees and the Union in writing of the decision to extend their initial probationary period.

Initial probationary employees will have the ability to use vacation accruals after completing 1,040 hours of their initial probationary periods. Upon successful fulfillment of the initial probationary period and any extension thereof, new hire employees shall either be elevated to a higher skill level or receive a PAA, whichever is appropriate, as determined by the Division Head. Thereafter, they shall adhere to the same skill level and PAA criteria established for eligible bargaining unit members generally under the provisions of Article 17 Section 3.

Section 3. Seniority of an Initial Probationary Employee.

An initial probationary employee shall have no seniority until the completion of the probationary period. On successful completion of the initial probationary period, the employee will acquire seniority from the date of hire.

Section 4. Interim Probation.

Except for involuntary demotions, all appointments into another category shall be subject to an interim probationary period of 2,080 hours. This interim probationary period may be extended, for just cause, by the Employer for up to 520 additional 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 interim probationary period is taken prior to the end of the normal interim probationary period. An employee who does not successfully complete the required interim probationary period shall be returned to his/her former position, provided the position is vacant at the time the determination is made that the employee will not complete probation. The employee may grieve his/her failure to successfully complete the interim probationary period.

ARTICLE 10

JOB VACANCIES

Section 1. Posting.

All vacancies to be filled on a permanent basis 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 job category, description, shift and any other information as necessary. The employee will make application to fill the vacancy in writing to the Division Head or designee. Management shall make every effort to fill jobs as expeditiously as possible and shall promptly notify the Union of decisions not to fill jobs at the time such Management decisions are made. On request of the Union, Management shall provide a statement of the status of a position if the position is not posted within thirty (30) days of the vacancy. 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. If the job opening is neither filled or re-opened, Management will notify the Union of its decision, including a written statement explaining the decision.

Section 2. Selection Process.

Division seniority and qualifications will be used in determining those employees who will be selected to fill the vacancy. The decision as to the qualifications shall be reasonably determined by the Employer. An employee shall be qualified either by past experience or by satisfactorily completing a training program established by the Division. The vacancy will be filled by the qualified employee with the most Division seniority unless the Employer can show that a junior employee is demonstrably superior to the senior employee.

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

Any employee who is promoted to a position in a higher pay range shall be compensated at a step on the new pay range which will amount to an increase in pay over the amount the employee was earning in the position from which the employee was promoted.

Section 3. Working Out of Class.

Whenever management determines to fill a position on a temporary basis with an employee whose position is in a lower classification pay range, such employee shall after working more than ten (10) consecutive work days be compensated at the beginning rate of pay for the higher rated classification for all consecutive days worked in the classification. The employee shall be paid at the next higher step in the higher paid classification which will amount to an increase in pay if the employee is earning more in his/her classification than the beginning rate of the higher classification.

All time spent working out of class in a higher compensated classification shall be considered as training time for the higher classification. Time spent working out of class within two years of a promotion to the higher class shall be credited to the employee toward the interim probationary requirement, provided, however, that not more than five hundred twenty (520) such hours may be credited toward any interim probationary period.

ARTICLE 11

FURLOUGH/LAYOFF PROCEDURE

Section 1. Furloughs.

Prior to implementing involuntary layoffs, the City agrees to notify the union and confer with the local president and/or union designee regarding the implementation of furloughs.

Furloughs, temporary layoffs for a consecutive period of five (5) working days or less, are not subject to the provisions of this article.

1. Voluntary furlough will be implemented on a seniority basis for employees whose position classification has been designated as being subject to involuntary furlough or layoff.

a. Employees who sign up for voluntary furlough shall designate in advance the number of furlough days they are volunteering to take.

b. Employees who are granted voluntary furlough shall continue to accrue seniority and retain seniority during furlough days.

c. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.

d. Employees will not be permitted to use accrued leave on days designated as furlough.

e. Employees who sign up for voluntary furlough shall not be permitted to rescind voluntary furlough days that have been granted by the City.

f. The number of employees involuntarily furloughed will be reduced based on the number of voluntary furlough requests granted by the City.

2. Involuntary furloughs- The City shall provide at least thirty (30) days written notice to affected employees including schedule of furlough days or required number of furlough days as previously agreed upon by the City and the union,.

- a. Employees in the initial probationary period shall first be subject to implementation of involuntary furloughs.
- b. Involuntary furloughs will be implemented on a reverse seniority basis.
- c. Employees on involuntary furlough shall continue to accrue and retain seniority.
- d. Health, prescription and dental coverage will continue for employees on furlough on the same basis as active employees.
- e. Employees will not be permitted to use accrued leave on days designated as furlough.

Section 2. Layoff Determination.

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

- 1. The Division Head shall designate the classification(s) where the layoff(s) will occur and, in general, temporary employees or employees who are partially subsidized through specially-budgeted programs shall be laid off first, followed by benefit-eligible employees on part-time schedules, followed by benefit-eligible full-time employees.
- 2. The laying off of benefit-eligible, full-time employees will occur in the inverse order of their seniority in the classification.

Section 3. Required Notice.

Employees who are to be laid off shall be given formal written notice at least thirty (30) work days in advance of the date of the layoff. If sufficient notice is not given, the City shall give twenty (20) work days in pay to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

Section 4. Bumping.

Bumping shall be defined as the process of a senior employee in a classification replacing a junior employee in conjunction with a layoff as defined above. An employee who, after seniority is applied, is to be laid off in one classification may bump a junior employee in another classification if the senior employee is qualified to perform the work of the other classification and the bumping employee has more divisional seniority than the employee to be bumped.

Section 5. Recall.

Employees shall be recalled from layoff according to their seniority in the job classification in which the Division Head has declared an opening. If there is more than one employee available to be recalled, the Division Head shall recall the employee with the most seniority in that classification.

The City shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) year past twenty-four (24) months shall be struck from the list forever and shall not be included in any recall list of employees by the Division Head.

The employee shall notify the Division Head by Certified Mail within ten (10) days of any change of address. Any employee failing to provide such a notice shall not have recourse, legal or otherwise, against the City if a recall occurs and he/she fails to receive notice of the recall.

The City agrees to notify the employee or employees laid off by mailing the notice of a job vacancy in a specific job classification to the employee's last known address provided by the employee to the Division Head in the manner set out in the foregoing paragraph.

Any employee receiving notice of a recall and who desires to be considered for vacancies shall notify the Division Head by Certified Mail within ten (10) calendar days after the postmarked date of the City's certified notice of the recall. The notice shall contain the exact date the employee will be available to return to work. The employee shall be required to be available to return to work within twenty-four (24) days of the postmarked date of the City's notice to the employee or the employee shall forfeit his/her right to be recalled.

Section 6. Layoff Options.

The Division Head may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this Agreement shall prohibit the City Manager 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) A rotation layoff system; or
- d) Other variations which may cause minimal impact on services rendered to the public.

ARTICLE 12

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period for a forty (40) hour employee. The maximum carry-over allowance for sick leave shall be one thousand forty (1,040) hours for a full time forty (40) hour employee. Any hours in excess of the maximum carry-over allowance as of the last full pay period of the calendar year will be and compensated in accordance with the provisions of Section 9.B below. An employee must be performing assigned duties or on authorized paid leave to be eligible to accrue sick leave.

Section 2. Payment.

An employee shall receive hour-for-hour payment for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees who wish to receive full prevailing rate compensation for sick leave shall notify their duly authorized supervisor of their illnesses prior to the start of their shifts or prior to leaving the work site. The request may be subject to reasonable audit, confirmation, and approval by the duly authorized supervisor prior to authorization of such payment. Requests for Sick Leave utilization submitted more than two (2) working days after the employee returns to work shall not be honored and claims submitted following termination of employment shall not be processed. Use of sick leave shall be available as it is accrued, including during the initial probationary period, but it 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 a personal sickness or injury or the illness or injury of an employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee. Additionally, sick leave may be used for needed medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee, provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by the Division Head.

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

B. Sick leave utilization may be allowed for elective surgery. If this use of sick leave is necessary for a period exceeding three (3) days, arrangements shall be made in advance between the employee and the Division Head so that the leave shall be at a time when the work situation allows.

Section 4. Payment Upon Retirement or Death.

Any employee retiring under the Kansas Public Employees Retirement System (KPERS) or the Social Security System or who dies while in the employment of the City will be paid for thirty-five (35) percent of eligible accrued sick leave up to a maximum payment of three hundred

sixty (360) hours at his/her respective prevailing rates.

Section 5. Return to Work.

Any employee who shall absent himself/herself for five or more consecutive workdays may be required to provide the Human Resources Director with a medical report from a medical doctor duly certified by the State of Kansas and Kansas Medical Society showing the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in the employee being subject to disciplinary action as provided for in Article 5 of this Agreement. The Human Resources Director may waive the above requirement.

Any employee who is off work for any period as a result of a work-related injury shall, before reporting back to work, report to the Human Resources Department. The Human Resources Director may require the employee to provide a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society stating that the employee is capable of performing full regular duties.

The Human Resources Director may require any employee reporting sick or injured to report to a medical doctor of the Director's choice for an examination. The cost of such an examination shall be paid by the City. Any employee refusing to be examined by a medical doctor of the Director's choice may be subject to disciplinary action which may include immediate termination.

Section 6. Abuse of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Division Head or designee notifying him

or her to report to the Human Resources Department. Thereafter, the employee may be further required to report to the City Health Care Provider (CHCP) for consultation concerning the employee's duty status. The CHCP may require a doctor's statement certifying:

1. That the employee was treated and the date 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 may result in a determination that the sick leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. The Division Head may require any employee to report to the Human Resources Department if the Division head has reason to believe that an employee may be incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to the CHCP for consultation and/or examination to determine the ability of the employee to perform his/her assigned duties.

Section 8. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is

Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate sick leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided, however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

Section 9. Sick Leave Incentive.

A. Employees who elect to build their sick leave pools and use minimal amounts of sick leave will be given bonuses the first full pay period in the following calendar year in accordance with the following chart:

0 hours used in a year _____	\$500.00
1-12 hours used in a year _____	\$400.00
13-24 hours used in a year _____	\$250.00
25-36 hours used in a year _____	\$150.00

B. Employees may be paid for all accrued sick leave in excess of 1,040 hours as of the last full pay period_in each calendar year. Payment for accrued sick leave hours shall be made at the rate of fifty percent (50%) of the employee's base hourly rate of pay, payable with the first full pay period of the year following the year of accrual.

Section 10. Non-City Employment Injury and Use of Leaves.

Any City employee injured while in the formal employment of an employer other than the City shall reimburse the City for any losses sustained by the City through City leave or other paid leave usage, provided the employer is insured and further provided a Workers'

Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay lost from the City.

Section 11. Effect of Inter- and Intra-Departmental Transfers on Sick Leave Accrual.

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

Section 12. Light Duty for Injury On or Off the Job.

An employee injured either on or off the job and who is unable to perform his/her assigned duties may be assigned to light duty as determined by the City Health Care Provider (CHCP) or the employee's personal physician whichever Human Resources determines appropriate. The Division Head shall determine whether light duty tasks exist and the duties associated with each such activity. The CHCP shall determine whether the injured employee is able to perform the duties associated with light duty assignments.

Employees injured on the job shall receive preference in being placed in any available light duty assignments. Any disputes concerning light duty responsibilities or the right thereto shall be submitted to the Human Resources Department for resolution.

The Human Resources Director may, with the agreement of the employee, place the employee in a light duty position in another department.

ARTICLE 13

HOLIDAYS

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 11th
7. Thanksgiving – Fourth Thursday in November
8. Friday after Thanksgiving
9. Christmas Eve Day – December 24th
10. Christmas Day – December 25th

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday with the exception of Wastewater plant shift operators will begin at 9:01 PM the day before and end at 9:00 PM the day of the holiday.

Eligible employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. Employees who are scheduled to work on the above listed holidays will be paid for their regular shift hours in addition to their holiday pay for time worked.

Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall

be observed as the holiday. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday. If the City Manager designates a day other than the Friday or Monday as a holiday, then that will be the official designated holiday for the purpose of this section. Wastewater Plant Shift Operators will always recognize the holidays on the days listed above.

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

- a. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on approved vacation leave, and
- b. An employee being paid by Workers' Compensation shall receive holiday pay, without using sick or other types of leave, in a pro-rated amount in order to equate to a full day of pay when added to the amount of pay received from Workers' Compensation.

If the holiday is observed on an employee's scheduled day off or during his/her vacation, the employee shall be paid for the un-worked holiday at straight time only.

Section 3. Holiday Work.

If an employee is required to work on any one of the ten designated holidays, he/she will be paid double time for all hours worked in addition to his/her normal pay for the holiday.

ARTICLE 14

VACATION

Section 1. Eligibility and Allowance.

Benefit-eligible employees shall earn vacation by pay periods according to the following chart, prorated in relation to the average number of hours worked per pay period:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.70	12	96
5-9 years	4.62	15	120
10-14 years	5.54	18	144
15-19 years	6.47	21	168
20-24 years	7.39	24	192
25-29 years	8.31	27	216
30 years & thereafter	9.24	30	240

The maximum carry-over 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 quarter (1/4) hour increments.

Section 2. Vacation Pay.

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Employees may be paid up to a maximum of forty (40) hours of accrued vacation leave. Request for payment shall be made by December 1. Payments will be made on the final pay check of the calendar year.

Section 3. Choice and Selection of Vacation Period.

All employee vacation choices and selections shall be by classification seniority and subject to reasonable Divisional operational needs determined by the Division Head. All employee vacation requests shall be made to the Division Head or designee in writing. The reason(s) for any vacation requests which are denied by the Division Head or designee will be given to the employee in writing. Once approved, vacations shall only be canceled for just cause.

Vacation requests of two (2) work days or less shall be made as far ahead of the requested vacation as possible. The Division Head or designee shall either approve or deny the vacation request by the close of business on the day the vacation request is made by the employee unless staffing requirements for the time in question cannot yet be determined.

Vacation requests for more than two (2) work days shall, except for extreme emergencies, be made at least four (4) work days prior to the beginning of the requested vacation. The Division Head or designee shall either approve or deny the vacation request no later than two (2) work days after the day the vacation request is made by the employee unless staffing requirements for the time in question cannot yet be determined.

Section 4. Holiday during Vacation Period.

If a designated holiday, as provided in Article 13 of this Agreement, occurs during the work week in which a vacation is taken by an employee, the number of hours charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred.

Section 5. Vacation Right in Case of Layoff or Separation or Retirement.

- a. Retirement. Any employee retiring prior to taking his/her earned vacation shall be compensated with pay for the unused accrued vacation.
- b. Separation. Any employee separated from his/her employment with the Employer after satisfactorily completing the initial employment probationary period shall be compensated with pay for the unused accrued vacation.
- c. Laid-Off Employees. Any employee who is laid off for any reason after completion of the initial employment probationary period shall be paid for any unused accrued vacation. Any employee temporarily laid off may at his/her option ask the Employer to "bank" unused accrued vacation pending a recall.

Section 6. Employees Receiving Workers' Compensation Benefits.

Any employee injured as a result of an accident arising out of and in the course of his or her employment – and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka – may prorate vacation leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation, provided, however, an employee who is receiving Workers' Compensation of any kind shall continue to accrue vacation leave.

ARTICLE 15

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leaves of absence after completing their initial probationary periods with the Employer.

Section 2. Leave of Absence Without Pay.

A leave of absence without pay is a predetermined amount of time away from work requested by the employee and approved by the Division Head or designee.

The fact that such a leave is possible does not mean that approval is obligatory. A leave of absence without pay, except in the case of a disciplinary action, shall be considered a privilege -- and the best interest of the City shall be the determining factor in deciding whether such leave shall be granted. Approved leaves of absence may be canceled for just cause.

When an employee is granted a leave of absence without pay, the Division Head makes a commitment to allow the employee to return to work at the end of the leave to the position he/she left. If business necessity requires the City to fill the position of an employee on an approved leave of absence, 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 receive an extension of the leave from the Division Head at the end of the leave shall be considered a resignation.

Section 3. 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 is pay status;
 - 4. Shall pay total health or other insurance falling due except as provided in Section 9;
 - 5. Shall, upon return to work, carry over sick leave accrued prior to commencement of the leave without pay; and
 - 6. Shall not receive any other benefits during the absence.
- B. Requests for unpaid leaves shall be made, in writing, to the Division Head prior to the requested leave.
- C. Provisions of the Family and Medical Leave Act (FMLA) shall govern this article when the leave of absence qualifies for such purpose.

Section 4. 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 duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The maximum payment 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. A forty (40) hour employee may receive up to a maximum of eighty (80) hours annually for temporary training. 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 and any related information as may be required 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 5. 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.

Section 6. Funeral/Family Crisis Leave.

- A. Forty (40) hour employees shall receive three (3) working days per occurrence (not to be deducted from any hourly accruals) for funeral leave and a maximum of

three (3) working days for family crisis leave specifically for:

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.
 2. Family crisis leave shall only apply to disasters such as fire, flood, tornado, etc. or life threatening emergency health problems. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening.
- B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Division Head and/or duly authorized supervisor, exercising reasonable discretion and judgment consistent with personnel guidelines and the guidelines set forth in this section. Additional time, if needed, approved, and justified, may be allowed from other leave accruals or pursuant to leave of absence provisions.

Section 7. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to serve as a court witness, but not as a defendant/plaintiff in a civil matter, shall be paid in an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror. Alternatively, an employee may sign witness/juror fees over to the City in

order to receive regular pay.

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

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a defendant/plaintiff in a civil matter or if an employee appears as a voluntary expert witness.

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

Section 8. Leave Agreements.

An employee shall enter into a written leave agreement between the employee and his/her Division Head if the leave exceeds two (2) calendar weeks (including a leave of absence to pursue Union Business). 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, Division Head and/or Director of Utilities & Transportation prior to the commencement of the leave. A copy of the leave agreement, excluding confidential information, shall be provided to the Union.

Section 9. Medical Disability Leave.

A written request for a leave of absence with or without pay due to medical reasons must be filed with the Human Resources Department prior to the effective date of the requested medical leave. The request must be accompanied by 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 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 a 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 Division Head and approval of the Human Resources Director if the employee is normally eligible for such benefits.

If the employee's Division Head believes that the employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job, the Division Head shall refer the employee to the Human Resources Department. The Human Resources Director may refer the employee to the CHCP who may require the employee to provide a statement of medical condition. 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 medically able to return to work.

An employee may use accrued sick leave on those occasions the employee is physically unable to complete the duties of his/her employment. An employee desiring to use accrued sick leave for a medical disability leave in excess of five (5) working days shall, if requested, provide a medical statement from his/her physician to the Human Resources Department. Such medical statement may be reviewed by a medical advisor designated by the City, and further information pertaining to the specific condition may be requested from the attending physician. An employee on approved medical leave shall be reinstated to the position held immediately prior to the medical leave without loss of seniority.

Section 10. Voting Time.

An employee, 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 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 commencing work or after terminating work 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 a period of time which, when added to the period of 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 employee's Division Head may specify the particular time during the day which said employee may absent himself/herself as aforesaid, except such specified time shall not include any time during the regular lunch period.

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

Section 11. 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 being met as determined by the Division Head.

Employees elected to any political or legislative position who requests a leave of absence for the time period of their elected political or legislative position shall be granted a leave of

absence without pay if approved by the City Manager.

ARTICLE 16

HEALTH AND SAFETY

Section 1. Safety.

It is the express policy of the Employer and the Union to cooperate in an effort to continue to improve health and safety matters. The parties agree that it is in the best interests of the City, the Union, and the Citizens that equipment should be operated properly and safely and that all reasonable safety precautions and devices should be utilized at all times. In the furtherance of this policy, a joint Union-Management health and safety committee may be established for the bargaining unit. A joint health and safety committee may meet upon request of either party and shall be comprised of two (2) employees from the bargaining unit selected by the Union and two (2) representatives of the Employer. Chairmanship of this committee shall alternate between Union and Management representatives. This committee shall consider health and safety matters relating to all employees within the Division. Union representatives will receive their regular rate of pay for time spent in the meetings during their regularly scheduled hours of employment, not to exceed two (2) hours per month. This committee shall have the responsibility for reporting to the Division Head all health and safety problems and the Division Head may initiate such actions as necessary to see that these items are corrected.

Safety/Health Rules and Regulations shall be recommended by the joint committee to the head of the division, who shall have the right to approve, reject, or revise said proposed rules and regulations. There shall not be any rules or regulations promulgated until said rules and regulations are approved by the head of the division and the Director of Utilities & Transportation. Said rules and regulations shall cover, but not be limited to, the following:

training; personal protection; conduct; work standards; equipment; appurtenances; and sanctions for willful disregard or omissions.

Section 2. Healthcare Benefits.

The Employer and Union have agreed to the terms and conditions of healthcare benefits for employees as set forth within a Joint Memorandum of Agreement, City of Topeka Contract No. 42395, a copy of which is attached hereto as Appendix A.

Section 3. Pension.

The Employer agrees to operate under the Kansas Public Employees Retirement System Act (K.S.A. 74-4901, *et seq.*), as may be amended from time to time.

ARTICLE 17

WAGES

Section 1. Wage Schedule for 2014.

Employees covered by this agreement shall be compensated beginning with the first pay period in January 2014 in accordance with the wage schedule in Section 5 of this Article titled “Wage Schedule.”

Section 2. Pay Period.

Employees shall be paid on every other Friday. However, when a payday falls on a holiday, employees may be paid on the preceding Thursday.

Section 3. Employee Wages.

Beginning with the first full pay period of 2014, all non-initial probationary bargaining unit employees, who have been evaluated and individually received a “Meets Expectations” or greater on their final overall performance assessments for the previous year shall receive a one-step increase during the first full pay period of January 2014, if not moving to another skill level and if not already at the top PAA for their respective level.

For purposes of this Section, any employee who for whatever reason does not receive an annual performance assessment shall be deemed to “Meet Expectations.”

Section 4. Movement Between Skill Levels.

When there is movement from one Skill Level to a higher Skill Level, employees will be guaranteed placement at the PAA that gives them an increase of at least fifty percent (50%) of

the difference between their current PAA and the same numbered PAA in the new Skill Level, provided, however, that in no case may that calculation be based on a figure higher than top PAA of the Skill Level from which they are moving.

Section 5. Wage Schedule.

WPC Pay Plan
2014 HOURLY SCHEDULE
0.75% Increase from 2013
 EFFECTIVE 01/04/2014

Pay Range	Classification and Skill Level	PAA = 2.1%				PAA = 1.85%				PAA = 1.6%				PAA = 1.35%				PAA = 1.1%			
		PAA 1	PAA 2	PAA 3	PAA 4	PAA 5	PAA 6	PAA 7	PAA 8	PAA 9	PAA 10	PAA 11	PAA 12	PAA 13	PAA 14	PAA 15	PAA 16	PAA 17	PAA 18	PAA 19	PAA 20
1	Equipment Operator I	13.93	14.23	14.53	14.83	15.10	15.38	15.67	15.96	16.21	16.47	16.73	17.01	17.24	17.47	17.70	17.94	18.14	18.34	18.54	18.74
2	Maintenance Mechanic I	14.26	14.56	14.86	15.17	15.46	15.74	16.03	16.33	16.59	16.86	17.13	17.40	17.63	17.87	18.11	18.36	18.56	18.76	18.97	19.17
3	Wastewater Treatment Facility Operator I	15.42	15.75	16.08	16.41	16.72	17.03	17.35	17.66	17.95	18.24	18.53	18.82	19.08	19.33	19.60	19.86	20.08	20.30	20.52	20.75
4	Biosolids Tech I Equipment Operator II I&/CCTV I	16.27	16.61	16.97	17.32	17.64	17.96	18.30	18.64	18.93	19.23	19.55	19.86	20.13	20.39	20.67	20.96	21.18	21.42	21.65	21.89
5	Maintenance Mechanic II	16.36	16.70	17.06	17.41	17.73	18.06	18.40	18.74	19.04	19.34	19.66	19.97	20.24	20.51	20.78	21.07	21.30	21.53	21.77	22.01
6	Wastewater Treatment Facility Operator III	16.76	17.12	17.48	17.84	18.18	18.51	18.85	19.20	19.51	19.82	20.14	20.46	20.73	21.02	21.30	21.59	21.82	22.06	22.31	22.55
7	Electrical & Instrumentation Mechanic I	17.09	17.45	17.81	18.19	18.53	18.87	19.21	19.57	19.89	20.20	20.52	20.86	21.14	21.42	21.71	22.00	22.25	22.49	22.74	22.99
8	Wastewater Treatment Facility Operator III	17.93	18.31	18.70	19.09	19.44	19.80	20.17	20.54	20.87	21.20	21.54	21.88	22.19	22.48	22.78	23.09	23.34	23.61	23.86	24.13
9	Maintenance Mechanic III	18.56	18.95	19.34	19.76	20.12	20.49	20.87	21.26	21.59	21.94	22.30	22.65	22.95	23.26	23.58	23.90	24.16	24.42	24.69	24.97
10	Biosolids Tech II Equipment Operator III I&/CCTV II	18.85	19.24	19.65	20.06	20.43	20.81	21.20	21.59	21.93	22.29	22.64	23.00	23.31	23.63	23.95	24.27	24.54	24.80	25.09	25.36
11	Wastewater Treatment Facility Operator IV	19.47	19.89	20.30	20.72	21.11	21.50	21.90	22.31	22.66	23.02	23.39	23.77	24.09	24.41	24.74	25.08	25.35	25.63	25.91	26.20
12	Electrical & Instrumentation Mechanic II	20.51	20.95	21.38	21.83	22.24	22.65	23.06	23.49	23.87	24.25	24.64	25.04	25.37	25.71	26.06	26.42	26.70	27.00	27.29	27.60

ARTICLE 18

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

Section 1. Pledge Against Discrimination and Coercion.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, familial status, race, gender, sexual orientation, religion, color, creed, national origin or ancestry, political affiliation, or disability that does not affect job performance. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the right of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee of the Union membership.

There shall be no coercion exercised upon any employee in an attempt to persuade him/her to join the Union. Likewise, there shall be no discrimination, interference, threats, or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion whether or not they belong to the Union.

Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions of the Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Current work rules and regulations pertaining to the performance of work and conduct of

employees shall be available in each Section for review by employees. One copy of the rules and regulations shall be made available to the Union.

When existing work rules are changed or new rules established, they shall be posted prominently on each Division bulletin board for a period of seven (7) consecutive calendar days before implementation.

In the event an emergency is declared by the Division Head or his/her designee, existing work rule changes shall only remain in effect during the emergency as declared by the Employer.

Section 3. Uniforms.

If an employee is required to wear a uniform as a condition of employment, such uniform shall be furnished to the employee by the Employer. All provisions pertaining to uniforms shall comply with the Water Pollution Control (WPC) Uniform Policy.

Section 4. Protective Devices and Clothing.

If an employee is required to wear protective clothing or other type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the Employer. With regard to footwear, however, the City shall pay no more than one hundred fifty dollars (\$150.00) toward the purchase of an employee's first and each Management-approved replacement pair of steel-toed or non-metallic boots which exceed ANSI class 75 standards for impact and compression.

As an incentive for the conscientious maintenance and longevity of such boots through the wearing of overshoes, proper cleaning, and regular treatment, a bonus payment of half that amount, i.e., seventy-five dollars (\$75.00), shall be given during January of each year to every footwear-equipped employee who did not request or receive any boot reimbursement allowance

during the preceding twelve calendar-month period.

The Employer agrees to provide safety glasses to all employees who are required to wear them. The Employer agrees to pay up to a total of one hundred fifty dollars (\$150.00) annually toward the purchase or repair of prescription safety glasses in the event an employee desires to obtain them.

The requirement for any type of protective clothing or device shall be determined by the City Risk Manager, the Division's safety committee, and the Division Head. The cost of keeping the protective clothing or device clean and in proper working condition, with the exception of steel-toed footwear, shall be paid by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

Section 5. Return of City Property.

Employees hired after January 3, 1981, shall be required to sign a written authorization allowing the City to deduct from any pay entitlement of the employee the value of any property belonging to the City that is not returned upon separation. Such property shall include but not be limited to the following:

- A. Uniforms furnished to the employee by the City;
- B. Any tools, equipment, and/or materials belonging to the City;
- C. Any keys that could be used to gain access to City property and all copies made thereof; and
- D. Protective devices or clothing furnished by the City.

Employees hired prior to January 3, 1981, shall also be required to return any property belonging to the City upon separation. Failure to return such property may result in the City

pursuing civil remedies to recover such property or its value.

Section 6. Night Security.

It is agreed that the Employer will provide for all employees working by themselves to be regularly checked to assure their health and safety.

Section 7. Job Evaluations.

All employees shall receive copies of their job evaluations. No changes shall be made on their evaluations after they receive their copies. All employees shall be entitled to fair and impartial evaluations. Accidents shall not cause an employee to be evaluated downward in the event that the accident is found to be "no fault" of the employee.

Section 8. Distribution of the Memorandum of Agreement.

The Employer will make available to the Union one copy of this Agreement for each employee in the bargaining unit within one week after receiving the reproduced copies. Stewards will be authorized to distribute copies of the Memorandum of Agreement to employees of each appropriate unit in all areas. The Union agrees to reimburse the Employer one-half (1/2) the cost of producing copies of the Memorandum of Agreement.

Section 9. Personnel File.

A copy of any adverse action shall be given to the employee. An employee must furnish written permission to allow a Union representative to have access to that employee file. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall be removed from the official personnel file of the employee after a period of two

(2) years from the date of an action if no such similar actions occur during that two year period.

Section 10. Job Studies.

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

Section 11. Union/Management Meetings.

At the request of either the Union or the Employer, meetings shall be held for the purpose of considering matters of mutual interest other than grievances, provided that mutually acceptable arrangements as to time and place can be made. Employees designated as representatives of the Union, not to exceed four (4), shall not suffer loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

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, in the determination of the Division Head, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially either through the Human Resources Department or through the Division Head or through the Union

representative and/or designee.

Section 13. Certification.

- A. The employer agrees to reimburse any employee of the Water Pollution Control Division the cost of any bona fide certification or licensing provided by the Kansas Department of Health and Environment following successful completion of requirements and tests for various levels of WPC Operation and/or Collection Systems certification.
- B. The Employer agrees to reimburse any employee for the cost of required endorsements, as determined by the Division Head, pursuant to the State requirements for a Commercial Driver's License (CDL).

Section 14. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas Driver's License or a CDL will be provided up to two (2) hours of on-duty time to renew their respective driver's licenses or take the initial CDL test.

Section 15. Cafeteria Benefit Plan.

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

Section 16. Deferred Compensation.

All benefit-eligible employees are entitled to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 17. Employee Development.

The purpose of the City's employee development program is to promote improved productivity in City services:

- A. Only full-time, benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must directly relate to the employee's current job duties or be an outside-the-major elective required for a degree or certificate in a field to which the employee would have a reasonable expectation of being promoted while employed at the Water Pollution Control Division.
- C. Up to five hundred dollars (\$500.00) annual maximum may be authorized and reimbursed for eligible employees.
- D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of his/her Division Head, Director of Utilities & Transportation, and the Human Resources Director before the employee can be reimbursed. The approved request form must be received by the Human Resources Department within one month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/inter-session/quarter in order for the employee to receive reimbursement.

- E. The City will not reimburse employees for non-credit special interest courses completed by examination only; continuing education courses; late fees; lab fees; extracurricular fees; textbooks or other course-related materials; and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.
- F. An employee attending a course pursuant to these guidelines during working hours may arrange with his/her supervisor to utilize compensatory time, vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. The Division Head shall make every effort to budget for and approve reimbursement for academic courses for his/her employees. The Division Head shall approve courses on a first-come, first-served basis in a non-discriminatory manner.

Section 18. Mileage Reimbursement.

Use of an employee's private vehicle for City business must be approved by the Division Head. The reimbursement for use of a private vehicle shall be at the rate established by the City.

Section 19 Physical Fitness Reimbursement.

To encourage policies and practices to enable employees to achieve optimal physical and mental health, the City shall offer incentives to bargaining unit, benefit-eligible employees. Employees shall be reimbursed for qualified fitness classes and programs at the City Wellness Center with supportive documentation of completion and the dollar amount paid. All employees wishing to partake of the physical fitness program must apply through the City Wellness Center

and the Human Resources Department prior to the start of the fitness class or program. This program will be governed by budgetary restrictions.

Section 20. Benefits Committee.

The Union shall be entitled to select one (1) employee from the bargaining unit as a representative to the City Employees Benefits Committee, if one exists or is formed. Such Union representative will receive the regular rate of pay for the time spent in meetings during regularly scheduled hours of employment, not to exceed two (2) hours per month. The Division Head or his designee may, however, authorize additional time on a case-by-case basis upon written request from the employee representative.

Section 21. Personal Day.

All bargaining unit employees, upon the successful completion of their initial employment probationary periods, shall be allowed two (2) discretionary Personal Days off with pay per calendar year. Employees must schedule their Personal Days off with pay with their supervisor/manager. This Personal Day cannot be carried over from one (1) calendar year to the next except due to extenuating circumstances for just cause, as approved by the Division Head. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost. A Personal Leave Day is one (1) regularly scheduled shift off from work with pay.

Section 22. Residency.

Employees employed after December 31, 1981 by the City must be bona fide residents of Shawnee County. Although at the time of actual appointment or employment they need not be residents of Shawnee County, they must establish such residency within six (6) months after

completion of the initial employment probation. Residency shall be maintained within the limits of Shawnee County for the duration of the employee's employment. The City Manager may grant one extension not to exceed six (6) months for the establishment of residency upon the request of an individual employee for good cause shown.\

Section 23. Policies and Rules & Regulations not Contained in this Agreement.

The parties agree that all City policies and programs, as well as the administrative rules and regulations implementing them, now in force or hereafter enacted in accordance with the Topeka City Code and Personnel Code and not in conflict with any language contained in this Agreement, shall apply to all employees covered by this Agreement. The City will provide written notice of proposed new policies, programs, and rules or regulations, or material changes to existing policies, programs, and rules or regulations to the Union prior to presentation for public comment. In the event the Union does not agree to a proposed policy, program, rule, or regulation which would materially affect a condition of employment, the policy, program, rule, or regulation will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or administrative rules and regulations implementing them will also be granted and applied to employees covered by this Agreement.

ARTICLE 19

CLOSING AND SAVINGS CLAUSES

Section 1. Closing Clause.

The parties agree that this Agreement shall represent the complete Agreement between the Employer and the Union.

The parties acknowledge that 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; further, the complete understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and agree 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 unless otherwise decided by mutual consent.

Section 2. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions, which shall remain in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective January 1, 2014, and remain in full force and effect until December 31, 2014. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify this Agreement. In the event such a notice is given, negotiations shall begin not later than thirty (30) days after the notice is given. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that 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, which shall not be before the expiration date set forth in the preceding paragraph.

The City and the Union agree that throughout the term of this Agreement any article may be reopened by mutual consent.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____ 2013,
IN THE CITY OF TOPEKA, KANSAS, BY:

CITY OF TOPEKA, KANSAS

Jim Colson, City Manager

ATTEST:

Brenda Younger, City Clerk

WPC DIVISION LOCAL UNION

Marvin Haid, President

APPENDIX A

CITY OF TOPEKA CONTRACT NO. 42395

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 10th day of December, 2012, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the AFT Kansas Local 6406, AFSCME Local 1294-Development Services, Fraternal Order of Police Lodge 3, International Association of Fire Fighters Local 83, Teamsters Local No. 696, AFSCME Local 1294-Water, and Water Pollution Control Division Local Union, hereinafter referred to as the "Ratifying Unions."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The terms of the Agreement take precedence over any conflicting language concerning healthcare costs in any current agreement between the City and any one of the Ratifying Unions.
2. The City agrees to make group healthcare benefits available to all employees who are eligible, as set forth in the provisions of the City's group healthcare benefits plan, and who sign up for such healthcare benefits. The City retains the authority to define group health insurance coverage and select the carrier to maintain a cost effective program.
3. For the calendar years of 2013 and 2014, the City and Ratifying Unions agree to jointly share in the cost of provided group health benefits for City employees under the following cost-sharing formula based upon premium equivalents established by City administration prior to open enrollment each year:
 - (a) Premium equivalent for Base -Employee Only plan: 95% paid by

the City and 5% paid by the employee for calendar years 2013 and 2014, with the employee paying an additional \$25 per month to the health insurance fund for calendar years 2013 and 2014.

(b) Premium equivalents for Base plans for all dependent tiers: 58% paid by the City and 42% paid by the employee for calendar year 2013; 59% paid by the City and 41% paid by the employee for calendar year 2014. For calendar year 2014, in the unlikely event the City experiences budget shortfalls or faces legal requirements that, if not resolved during the budget year, would result in the layoff of represented employees, reduction in pay or benefits of represented employees, or the significant curtailment of services provided by represented employees to the City's citizens, premium equivalents will revert to previously stated levels for calendar year 2013.

(c) Employees shall pay 100% of the difference between the premium equivalent for buy-up plans and the amount paid by the City toward the comparable base plan.

(d) For calendar year 2014, a 1% discount off the premium equivalent of the employee contribution for the Single Base plan will be available for employees who acknowledge non-tobacco use. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee.

(e) Healthcare cost sharing for 2015 forward will be reopened for discussion during the month of April 2014, by the City providing written notice to each of the Ratifying Unions no later than April 1, 2014. Negotiations shall commence within thirty days of the notice unless such time is extended by

mutual agreement of the parties.

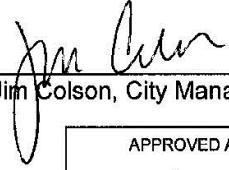
4. This Memorandum of Agreement shall remain in full force and effect during any period of negotiations and/or conclusion of other procedures established within K.S.A. 75-4321 *et. seq.*

5. The Employer and Ratifying Unions agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating costs of group healthcare benefits. These discussions will take place through the Healthcare Advisory Committee.

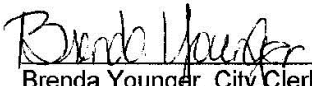
6. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of this section. The City agrees to notify the Ratifying Unions in advance in the event of changes in coverage or carrier.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
the day and year first above written.

CITY OF TOPEKA, KANSAS


Jim Colson, City Manager

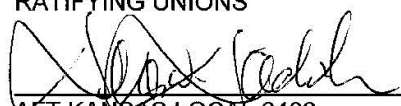
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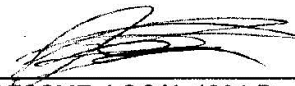

Brenda Younger, City Clerk

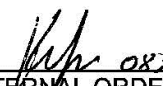
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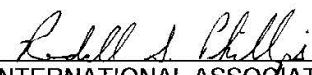
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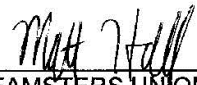
RATIFYING UNIONS

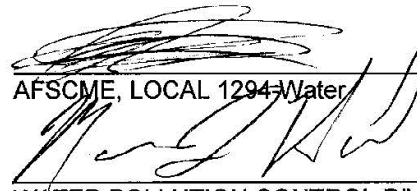

AFT KANSAS LOCAL 6406


AFSCME, LOCAL 1294-Development Services


FRATERNAL ORDER OF POLICE
LODGE NO. 3


INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 83


TEAMSTERS UNION, LOCAL NO. 696


AFSCME, LOCAL 1294-Water

WATER POLLUTION CONTROL DIVISION
LOCAL UNION



Water Pollution Control Division Local Union Summary of 2014 Contract Changes

(Article numbers referred to coincide with prior contract)

- Article 1 § 9:** Recognition and Union Security: This is a new section that allows Union Officers up to twenty six (26) hours a year to conduct union business.
- Article 6 § 8:** Call/Show-up Time: Clarifies that call time ends when employee returns home
- Article 6 § 9:** Standby: Clarifies that standby pay is two times employees regular pay on holidays.
- Article 13 § 1:** Holidays Recognized and Observed: Allows twelve (12) hour shift operations to get paid twelve (12) hours of holiday pay.
- Article 17 § 1:** Wage Schedule for 2014: Changes 2013 dates to 2014.
- Article 17 § 3:** Employee Wages: Provides for a one step increase to eligible bargaining unit members for 2014.
- Article 17 § 5:** Wage Schedule: Provides a .75% increase to wage schedule for 2014.
- Article 18 § 21:** Personal Days: Allows for one additional personal leave day.
- Article 20:** Termination and Amendments: Makes contract effective January 1, 2014 through December 31, 2014.

2014 WPC Wage Proposal Costs

Scenario: Actual Budgetary Impact for .75% Pay Increase PLUS Step increase w/benefit increase																
Union	#	Benefit Rate	2013		Benefit Rate	Proposed 2014		2014 Difference Wages	2014 Difference Benefits	2014 Total Diff Wage&Benefit	Percentage Impact	2013 Benefit Rate	2014 Benefit Rate	2013-2014 Difference Benefits	Grand Total Difference Wage & Benefits	Grand Total Anticipated Budget Impact
			Total Wages	Benefits		Total Wages	Benefits									
WPC	59	23.96%	\$ 2,512,016.00	\$ 601,879.03	25.46%	\$ 2,565,134.52	\$ 653,083.25	\$ 53,118.52	\$ 13,523.98	\$ 66,642.52	2.14%	23.96%	25.46%	\$ 37,680.24	\$ 104,322.74	3.35%

Financial Services

Memo

To: Honorable Mayor Larry Wolgast
Members of the Topeka City Council

From: Jeff White, Acting Finance Director

CC: Jim Colson, City Manager

Date: September 30, 2013

Re: **Fiscal Effects/Proposed WPC Agreement (2014)**

Pursuant to KSA 75-4331, the chief financial officer of the City is required to provide to the governing body an analysis of the fiscal effects on the City of proposed agreements between the City and recognized employee organizations. As part of this analysis, we are required to identify the potential impact on the City's aggregate tax levy and its operating expense limitations.

We have reviewed the economic terms of the agreement with the WPC bargaining unit pending before the City Council and have compared its costs both to the expected costs of the status quo ante agreement in Fiscal Year 2013 and to the Adopted Budget for Fiscal Year 2014.

Based upon our review of the negotiation team's analytics, we believe the Fiscal Year 2014 Water Pollution Control and Stormwater Funds' expenditure budgets adopted by the City Council have sufficient resources to accommodate the agreement as presented. Kansas cities are not currently subject to statutory limitations on either tax levies or expenditures and the funds impacted by this agreement do not benefit from a tax levy.

The table below summarizes our understanding of the economics of the agreement and provides the estimated impact on the City's wastewater rates if the agreement were to be financed solely with a wastewater rate increase:

Item	2013	2014
Wages	\$ 2,512,016.00	\$ 2,565,134.52
Benefits	601,879.03	653,083.25
Totals	\$ 3,113,895.03	\$3,218,217.77
Increase from 2013	-	\$ 104,322.74
Wastewater Rate Increase Equivalent	-	0.45%

Please let me know if you have any questions about this analysis.



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

September 10, 2013

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DATE: October 8, 2013
CONTACT PERSON: Bradley S Reiff, Interim Director HND
DOCUMENT #:
SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY 020 Resolutions / 005 Miscellaneous
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

A RESOLUTION introduced by City Manager Jim Colson, approving the 2014 Neighborhood Empowerment Grants as recommended by the Neighborhood Empowerment Grant Committee.

(The Empowerment Grant Review Committee has completed its annual review of proposals for funding for the 2014 Community Development Block Grant Empowerment Program and recommends a total of \$150,000 be awarded.)

POLICY ISSUE:

The Empowerment Grant Program provides federal funding for improvements to neighborhood infrastructure and parks to enhance the quality of life Topeka neighborhoods.

STAFF RECOMMENDATION:

Staff is recommending the Council move to approve the funding recommendation and resolution.

BACKGROUND:

Neighborhood Empowerment Grant funds are used to support a variety of neighborhood designed and based public facility projects. This would include neighborhood infrastructure (primarily sidewalks) and park improvements. Eligible neighborhoods develop proposals in coordination with Public Works and Shawnee County Parks and Recreation for consideration. The proposals are reviewed and funding recommendation are developed by a seven member review committee, approved by the Mayor. For 2014, the committee recommended funding six requests.

BUDGETARY IMPACT:

Approval would allocate \$139,200 to the six projects providing for a contingency amount of \$10,800 or 8% of total amount allocated.

Item #11

SOURCE OF FUNDING:

Allocation of 2014 Community Development Block Grant (CDBG) funding, contingent upon final federal appropriations. These funds were reserved for the Empowerment Grant Program as part of the 2014 Consolidated Plan Action Plan process.

ATTACHMENTS:

[Resolution](#)

[Empowerment Grant Committee Report & Recommendations](#)

1 RESOLUTION NO. _____
2
3

4 A RESOLUTION introduced by City Manager Jim Colson approving the 2014
5 Neighborhood Empowerment Grants as recommended by the
6 Neighborhood Empowerment Grant Committee.
7

8 WHEREAS, the City of Topeka, Kansas, in its efforts to enhance and improve the
9 quality of life in area neighborhoods, allocated \$150,000 of 2014 Community
10 Development Block Grant (CDBG) funds for the Neighborhood Empowerment Grant
11 Program; and

12 WHEREAS, the Neighborhood Empowerment Grant Committee, comprised of three
13 City staff members and four neighborhood organization representatives appointed by the
14 Mayor, evaluated the applications received for Empowerment Grant funding; and

15 WHEREAS, the Neighborhood Empowerment Grant Committee developed the
16 following funding recommendations:

17 Chesney Park – 19th & Washburn Crossing Light - \$20,000
18 Chesney Park – Great Mural Wall Project - \$7,500
19 Hi-Crest – Betty Phillips Park Project - \$8,000
20 North Topeka West – Sidewalk on Lyman Rd - \$75,000
21 North Topeka West – McKinley Park Project - \$4,700
22 Quinton Height Steele – Sidewalk on Central Park - \$24,000
23 Project Contingency - \$10,800

24 NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Topeka,
25 Kansas, that it supports and approves the recommended funding allocations from the
26 Neighborhood Empowerment Committee.
27

28 ADOPTED and APPROVED by City Council _____.

29 CITY OF TOPEKA, KANSAS

30

31

32

33

34 ATTEST:

35

36

37

38

Brenda Younger, City Clerk

Larry E. Wolgast, Mayor



2014 EMPOWERMENT GRANT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

REVIEW COMMITTEE FUNDING RECOMMENDATIONS
SEPTEMBER 2013

Housing & Neighborhood Development
620 SE Madison, 1st Floor
Topeka, Kansas 66607
www.topeka.org

2014 Empowerment Grant Overview

The Empowerment Grant Program is funded through the federal Community Development Block Grant (CDBG) Program. These funds are used to support a variety of neighborhood based public facility projects. Projects must be located within predominately low/moderate income neighborhoods. Neighborhood Improvement Associations (NIA) who are designated as 2014 Stages of Resource Targeting areas are not eligible for this program.

Eligible neighborhoods are invited to submit funding application(s) in the late spring. The neighborhood determines which particular project(s) to submit for consideration. A Review Committee, described below, reviews the application and develops a funding recommendation, which is then provided to the City Council for approval.

2014 Empowerment Grant Review Process

Review Team members were identified by Roseanna Haugen and Bradley Reiff of HND, and were approved by Mayor Larry Wolgast.

The Review Team was configured to include persons with knowledge of infrastructure needs for neighborhoods and public facility projects. Further consideration was given to assure racial and ethnic diversity, and the utilization of persons who did not constitute any conflict of interest. The committee members had all of the proposals with applications to review before the meeting. The committee members followed the application form titled "Review Committee Criteria" (attached). Each member scored each proposal.

Neighborhood Organization Representatives

Steve Foust	Oakland NIA
Fred Martinez	Rolling Meadows NA
L J Polly	Elmhurst NA
Beverlee Schneider	Highland Acres NA

City Staff

Susan Gelvin	Planning
Shawn Maisberger	City Manager's Office
Doug Whitacre	Public Works

HND Staff (non-voting members)

Roseanna Haugen	Lisa Lester	Bradley Reiff
-----------------	-------------	---------------

2014 Empowerment Grant Timetable

The selection process is the same as it has been in years past. The following is the timeline for the process.

04/12/2013	Applications available at HND and were mailed to all NIA officers
05/04/2013	First Empowerment Application Workshop held at the Holliday Building
05/06/2013	Second Empowerment Application Workshop held at the Holliday Building
06/17/2013	Applications due, 5pm at HND
07/24/2013	Review committee comprised of three City of Topeka employees and four neighborhood representatives who have not submitted an Empowerment application
08/16/2013	Review committee meets to select and finalize funding recommendations.
10/2013	Committee recommendations presented to the City Council for consideration.

**EMPOWERMENT GRANT
2014 FUNDING RECOMMENDATIONS**

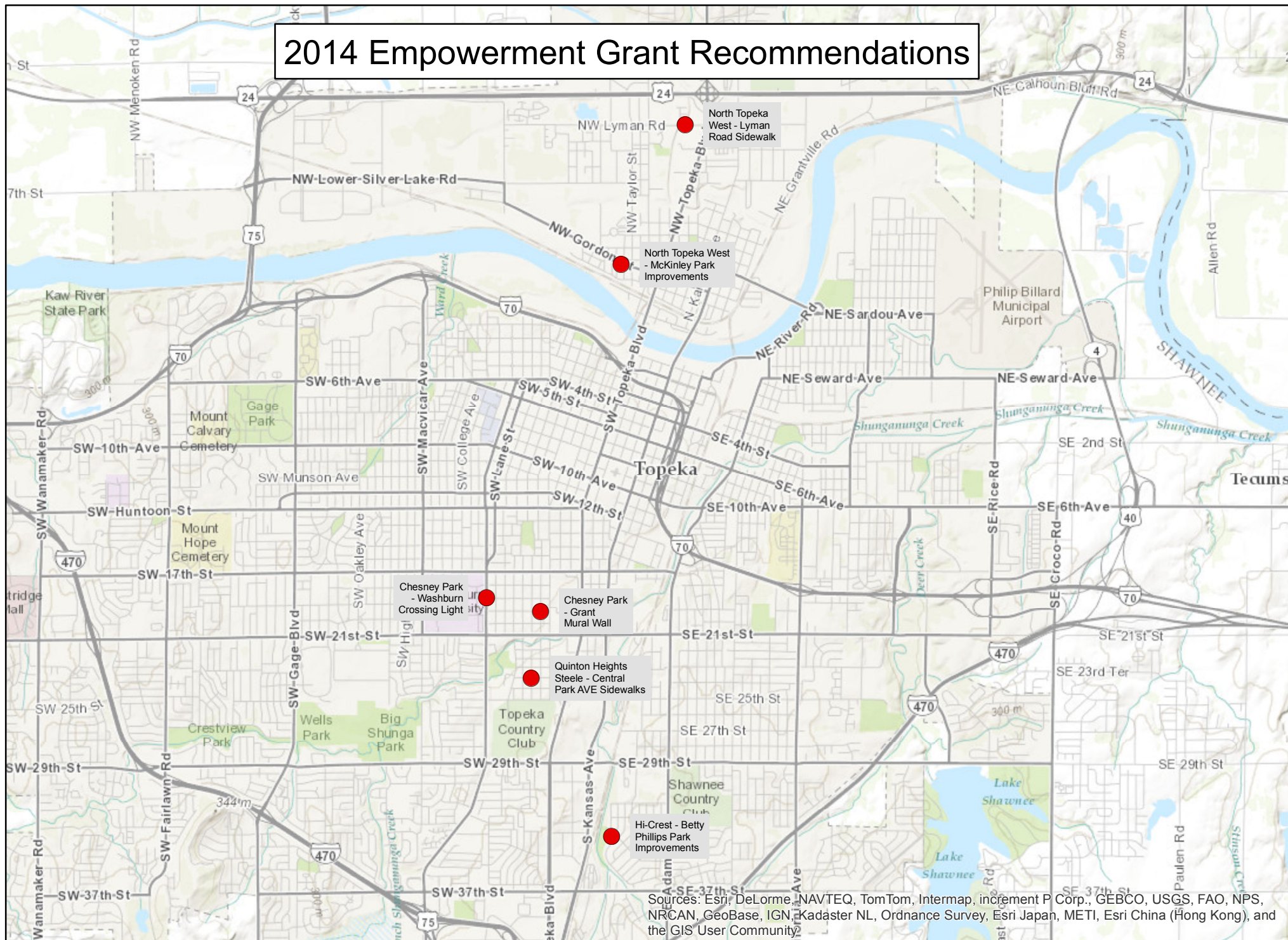
Neighborhood	Project	Requested	Recommended	Census Tract	Health Status	LMI	Average Cmte Score
Chesney Park	Crossing light at 19th & Washburn	\$20,000	\$20,000	4:4	At Risk	76.0%	61
Chesney Park	Completion of the Great Mural Wall at 20th & Fillmore	\$7,500	\$7,500	4:4	At Risk	76.0%	61
Hi-Crest	Installation of new park picnic tables and benches at 3300 SE Irvingham	\$8,000	\$8,000	29:2	Intensive Care	79.0%	65
North Topeka West	Construction of new concrete sidewalk on the north side of NW Lyman Rd between Old soldier Creek and North Topeka Blvd	\$75,000	\$75,000	7:2	At Risk	61.1%	68
North Topeka West	Installation of a new water fountain at McKinley Park	\$4,700	\$4,700	7:2	At Risk	61.1%	60
Quinton Heights Steele	Construction of concrete sidewalk on Central Park (both sides) from SW 25th north to 23rd	\$24,000	\$24,000	15:1	At Risk	60.2%	70

Summary

Total Applications	9
Total Applications Funded	6
Total Eligible Requests	9
Funds Requested	\$207,122
Recommended Funding	\$139,200
Total Funds Available	\$150,000
*Contingency	\$10,800

*Due to anticipated increases in petroleum and material cost between the development of these cost estimates and the time period for actual construction to begin, as well as the need for Davis-Bacon wage rates for construction labor, we believe bids may come in higher than originally quoted. Therefore, a recommended contingency fund should be set aside for such costs.

2014 Empowerment Grant Recommendations



Sources: Esri, DeLorme, NAVTEQ, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), and the GIS User Community

NIA Name _____

Scored by _____

PROJECT TITLE _____

ADDRESS OR LOCATION OF PROJECT _____

PART 6: REVIEW COMMITTEE CRITERIA

	Subtotal	Total
	Points	Points
Project impact: (Maximum Points – 50)		
Project has a widespread impact as evidenced by quantifiable impacts	20	
Project contributes to the continuity of the existing neighborhood or prior project	15	
Project consists of accessibility and/or complete street improvements (sidewalks)	15	
Calculate Total Points		
Neighborhood Ratings (Location of project) (Maximum Points – 35) Please note: Only one health rating qualifies		
Intensive Care Neighborhood project OR	20	
At-Risk Neighborhood project OR	10	
Out-Patient Neighborhood project OR	5	
Healthy Neighborhood project	0	
Neighborhood has never been designated as a Target Area for the SORT Concept	10	
Consistent with Neighborhood Plan or other existing plan recognized by HND	5	
Calculate Total Points		
Capacity (Maximum Points – 10)		
Operational Capacity:		
Organization has an active mechanism for resident input. The project has been conceptualized and presented to the entire area to be impacted (i.e. minutes of an affirmative vote along with the attendance sheet, other meetings, surveys, etc.)	5	
Funding history of the organization:		
No funding from this source in the last three years.	5	
Calculate Total Points		
Collaboration and Partnership (Maximum Points – 5)		
Collaboration with other organizations.	5	
Calculate Total Points		
Grand Total (Maximum Possible Points)		100

Committee may request a presentation from the applicant.

TOTAL SCORE _____



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Council Action Form

Council Chambers
214 SE 8th Street
Topeka, Kansas 66603

August 22, 2013

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DATE: October 8, 2013
CONTACT PERSON: Brenda Younger DOCUMENT #:
SECOND PARTY/SUBJECT: Applications PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of Retail Cereal Malt Beverage and Scrap Metal Dealers License Applications.

Voting Requirement: Majority vote of the Governing Body, including the Mayor.

(Retail Cereal Malt Beverage License applications and Scrap Metal Dealer applications must be approved by the governing body prior to issuance of the licenses.)

POLICY ISSUE:

Approval helps ensure businesses are in compliance with City regulations.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the license application(s) as presented.

BACKGROUND:

Pursuant to K.S.A. 41-2702 as amended, license applications for retail cereal malt beverage must be approved by the governing body prior to issuance of the license.

Pursuant to TMC 5.170.040 and L.2011, Ch. 86, Section 2, Scrap Metal Dealer applications have to be approved by the governing body prior to issuance of registration.

BUDGETARY IMPACT:

Budgetary impact is based on the number of licenses issued.

SOURCE OF FUNDING:

City Clerk's Operating Budget

ATTACHMENTS:

No Attachments Available

Item #12



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CONTACT PERSON:		DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available



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CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
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		PAGE #:

DOCUMENT DESCRIPTION:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

No Attachments Available