



City Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
<https://www.topeka.org>

Governing Body Agenda

October 13, 2020
6:00 PM

Mayor: Michelle De La Isla

Councilmembers

Karen A. Hiller	District No. 1	Hannah Naeger	District No. 6
Christina Valdivia-Alcala	District No. 2	Neil Dobler	District No. 7
Sylvia E. Ortiz	District No. 3	Spencer Duncan	District No. 8
Tony Emerson	District No. 4	Michael Lesser	District No. 9
Mike Padilla	District No. 5		

City Manager: Brent Trout

Addressing the Governing Body: No person shall address the Governing Body during a Governing Body Meeting, unless they have notified the City Clerk at (785)368-3940 or by email at cclerk@topeka.org by 5:00 p.m. on the day of any Governing Body Meeting or sign up to speak at the meeting by 6:00 p.m. Written public comment may be submitted by email or in writing to the City Clerk for attachment to the minutes. Due to the public safety mandates surrounding the COVID-19 pandemic only 45 people, including staff members, will be allowed to gather in the City Council Chambers at one time. This notification requirement shall not apply to items added during the course of a meeting.

Persons addressing the Governing Body will be limited to 4 consecutive minutes on a particular agenda item. Debate, question/answer dialogue or discussion between Governing Body members will not be counted towards the 4 minute time limitation. The Chair may extend time with the unanimous consent of the Governing Body or by an affirmative vote of 7 Governing Body members may extend the 4 minute limitation. The requirement to notify the City Clerk will not apply towards public hearings required by State and Federal law.

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 by 5:00 p.m. Thursday afternoon in the City Clerk's office, 215 SE 7th -Room 166 and on the City's web site at <https://www.topeka.org>)

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

1. ROLL CALL:

2. MAYORAL PROCLAMATIONS:

"National Disability Employment Awareness Month"

3. APPOINTMENTS:

A. Board Appointment - Americans with Disabilities Act Advisory Council

ADVISORY COUNCIL APPOINTMENT of Joe Cheray to the City of Topeka Americans with Disabilities Act (ADA) Advisory Council for a term ending September 30, 2022. (Council District No. 9)

B. Board Appointment - Board of Building and Fire Appeals

BOARD APPOINTMENT recommending the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2021. (Council District No. 7)

C. Board Appointment - Topeka Housing Authority Advisory Board

BOARD APPOINTMENT recommending the appointment Wendy Wells to the Topeka Housing Authority Advisory Board to fill an unexpired term ending December 31, 2023

D. Board Appointment - Topeka Planning Commission

BOARD APPOINTMENT recommending the reappointment of Matthew Werner to the Topeka Planning Commission for a term ending September 30, 2023. (Council District No. 8)

4. PRESENTATIONS:

"Troy Scroggins Awards"

"City of Topeka Health Plan Overview"

5. CONSENT AGENDA:

A. MINUTES of the regular meeting of October 6, 2020

B. APPLICATIONS:

6. ACTION ITEMS:

A. Ordinance - Six Zero North Annexation (A20/2)

ORDINANCE introduced by City Manager Brent Trout annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located the southwest corner of NW 25th Street and NW Button Road, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A20/2) (Council District No. 2)

Voting Requirements: At least six (6) votes of the Governing Body is required.

(Approval of the annexation of a 74-acre tract to accommodate an industrial development with multiple small office/warehouse type industries. The tract will be assigned to Council District No. 2.)

B. Ordinance - A.R. El-Koubysi Jana Trust (Z20/03)

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 3440 SE 29th Street from “R-1” Single Family Dwelling District to “M-2” Multiple Family Dwelling District (Z20/03)(*Council District # 4*)

Voting Requirements: (1) Approve Planning Commission's recommendation, 6 votes is required of the Governing Body (2) Reject or Amend Planning Commission's recommendation, 7 votes is required of the Governing Body; or (3) Remand back to Planning Commission, 6 votes is required of the Governing Body.

(Approval will allow the conversion of the existing single-family residence into a duplex and conversion of the detached garage to an accessory dwelling in the short term, and duplexes on the north two thirds of the property after the extension of SE 28th Terrace.)

C. Ordinance - Stormont-Vail Healthcare, Inc. (Z20/04)

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 700 SW Washburn Avenue from “M-3” Multiple Family Dwelling District TO “MS-1” Medical Services District. (Z20/04) (*Council District No. 1*)

Voting Requirements: (1) Approve Planning Commission's recommendation, 6 votes is required of the Governing Body (2) Reject or Amend Planning Commission's recommendation, 7 votes is required of the Governing Body; or (3) Remand back to Planning Commission, 6 votes is required of the Governing Body.

(Approval will allow development of an internal-use pharmacy for the Cancer Center.)

D. Final Plat - Timber Ridge Subdivision No. 2 (P20/15)

ACCEPTANCE of Land Dedications in the Final Plat for Timber Ridge Subdivision No. 2 located generally at the southeast intersection of SW Timber Ridge Lane and SW 53rd Street, the centerline of the tract being approximately 1,000 feet south of SW 53rd Street along the east side of SW Timber Ridge Lane, all being within the City of Topeka Urban Growth Area and three mile extraterritorial jurisdiction and within unincorporated Shawnee County, Kansas. (P20/15)

Voting Requirements: At least six (6) votes of the Governing Body is required.

(Approval will facilitate the addition of 10 single family lots to the existing subdivision.)

E. Labor Agreement - AFT Kansas Local 6406

APPROVAL of a two year labor contract for AFT Kansas Local 6406 effective January 1, 2021, through December 31, 2022.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would provide for changes to several contract terms including wages for the two years of

the agreement.)

F. Approval - 2021 Special Alcohol Grant Recommendations

APPROVAL of funding recommendations by the Alcohol and Drug Abuse Advisory Council in the amount of \$620,000 for the 2021 Special Alcohol Fund.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(State statute requires that one-third of the proceeds be deposited in the City's special alcohol and drug program fund and it is required to be allocated to alcohol and drug programs.)

7. NON-ACTION ITEMS:

A. Discussion - Zoo Governance - Financial Approach

DISCUSSION on the financial approach of transitioning the operation of the Topeka Zoo to Friends of the Topeka Zoo (FOTZ) through a Public Private Partnership.

8. PUBLIC COMMENT

In-person public comment will now be allowed at Governing Body meetings. Individuals must notify the City Clerk's office by 5:00 p.m. on the day of the meeting. Due to the public safety mandates surrounding the COVID-19 pandemic only 45 people, including staff members, will be allowed to gather in the City Council Chambers at one time. Please be advised after a person participates in public comment it may be necessary for them exit the meeting in order to allow others to enter the Council Chambers to provide their public comment. Written public comment may be submitted by email or in writing to the City Clerk for attachment to the minutes. -- Email: cclerk@topeka.org -- Address: 215 SE 7th Street, Room 166, Topeka, Kansas, 66603

9. ANNOUNCEMENTS:

10. EXECUTIVE SESSION:

Executive Sessions are closed meetings held in accordance with the provisions of the Kansas Open Meetings Act.

(Executive sessions will be scheduled as needed and may include topics such as personnel matters, considerations of acquisition of property for public purposes, potential or pending litigation in which the city has an interest, employer-employee negotiations and any other matter provided for in K.S.A. 75-4319.)

11. ADJOURNMENT:



City of Topeka
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Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE:	October 13, 2020	
CONTACT PERSON:		DOCUMENT #:
SECOND PARTY/SUBJECT:		PROJECT #:
CATEGORY/SUBCATEGORY		
CIP PROJECT:	No	
ACTION OF COUNCIL:		JOURNAL #:
		PAGE #:

DOCUMENT DESCRIPTION:

"National Disability Employment Awareness Month"

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Proclamation

PROCLAMATION

By the Mayor

WHEREAS, a diverse workforce is made up of individuals with a wide variety of work skills and talents, as well as unique individual perspectives and life experiences, is good for an organization and the customers and community they serve; and

WHEREAS, employers that hire and maintain a diverse workforce, including those with a disability, hold a competitive edge over their counterparts both economically and innovatively; and

WHEREAS, studies show that hiring people with a disability not only provides diversity, but also provides employees who are more loyal to their employer, take fewer sick days, are highly motivated, and stay with the organization longer; and

WHEREAS, in this spirit, the City of Topeka wants to raise awareness about the benefits to employers who hire those with a disability by recognizing October as National Disability Employment Awareness Month; and

WHEREAS, the City encourages businesses, governmental and non-governmental agencies to join it in celebrating the many and varied contributions employees with a disability contribute to their organization and community.

NOW, THEREFORE, I, Michelle De La Isla, Mayor of the City of Topeka, Kansas, do proclaim October, 2020, as

National Disability Employment Awareness Month

And call upon employers, schools and other community organizations in Topeka to observe this month and to advance its important message that people with disabilities are equal to the task throughout the year.

IN WITNESS WHEREOF, I, Michelle De La Isla, Mayor of the City of Topeka, Kansas, do hereby affix my official signature and the Official Seal of the City of Topeka, Kansas, on this Day of October 13, 2020.

Michelle De La Isla, Mayor



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CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ADVISORY COUNCIL APPOINTMENT of Joe Cheray to the City of Topeka Americans with Disabilities Act (ADA) Advisory Council for a term ending September 30, 2022. (Council District No. 9)

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

The ADA council seeks to enhance the community by the contributions of persons with disabilities; to make a positive difference in their relationship with the community by working toward providing full access to facilities, programs, services and activities.

STAFF RECOMMENDATION:

Councilmember Lesser nominates and Mayor De La Isla recommends the appointment of Joe Cheray to the City of Topeka ADA Advisory Council for a two-year term ending September 30, 2022. This position requires that the appointee be an individual with a disability of one of the major six life functions. Ms. Cheray meets these requirements.

BACKGROUND:

The mission of the Topeka ADA Advisory Council is to support the civil rights of and full integration into Topeka community life for all people with disabilities. The ADA Council will be comprised of 10 members. At least six of the members must be individuals with disabilities, representing the six major life functions as much as possible. Members will serve a two-year term and shall not be eligible to serve more than four consecutive terms pursuant to Topeka Municipal Code Section 2.80.010.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

J. Cheray - ADA Advisory Council Application - 2020

Profile

Joe

First Name

Cheray

Last Name

j3cheray@gmail.com

Email Address

1133 SW Glendale Dr

Street Address

Suite or Apt

Topeka

City

KS

State

66604

Postal Code

Are you a resident of the City of Topeka?☒ Yes ☐ No**What district do you live in? ***☒ District 9Check for your district here -> <https://www.topeka.org/citycouncil>

Home: (785) 383-6064

Primary Phone

Home:

Alternate Phone

Which Boards would you like to apply for?

Americans with Disabilities Act Advisory Council: Submitted

Not applicable

Employer

Not applicable

Job Title

Are you a registered voter?☒ Yes ☐ No**Are you currently a full or part-time employee of the City of Topeka?**☐ Yes ☒ No**If yes, please advise in which department you work:****Are you or any immediate family member related to any city governmental official or employee?**☐ Yes ☒ No

If yes, please advise who and how you are related:

Are you or have you been a party to any civil litigation involving the City of Topeka?

☒ Yes ☐ No

If yes, please explain:

Traffic related.

Are you delinquent in payment of any taxes, fees, fines or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?

☒ Yes ☐ No

If yes, please explain:

I have an outstanding fine for driving on a suspended license which is in collections with Butler and associates. I asked Mike Lesser my city council person if this is an issue as I told him initially I would be applying to sit on this council. He is aware of the situation and is still willing to recommend that I be able to serve on this council.

Please state why you are interested in serving on this board or commission:

I have a son who is disabled. His disability is cerebral palsy. I am always looking to get involved in areas that need advocacy for him and others like him.

Interests & Experiences

Please describe your education, experience and expertise including any honors or awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

I am going to submit the letter I sent out to voters when I was running for office earlier this year where it asks for additional information. It will give you everything that you need to know about my experience.

Upload a Resume

[Voter Introduction Letter.docx](#)

Please attach any additional information you believe may be helpful in considering your application.

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity *

☒ Caucasian/Non-Hispanic

Gender *

☒ Female

Acknowledgements and Verification

Purpose of information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

<http://topeka.novusagenda.com/agendapublic/>

Hello to all perspective constituents! My name is Joe Cheray and I officially filed my candidacy for Kansas State Senate District 18 on Thursday May 28th 2020!

A bit about myself. First and foremost I am a 48 year old single mother to a now adult son with cerebral palsy whose name is Anthony. I also have a son I gave up for adoption named Aaron. I was born in Baileyville Kansas, and later graduated from Topeka High School. I have also spent time living in Lawrence, Great Bend, Seneca and Kansas City Kansas.

I was a founding member of the Washburn ABWA student chapter and served on the campus ministry board as student representative as well as tech assistant. I served as the chair of the bible study afternoon group - Deborah - at First Lutheran Church here in Topeka Ks. I have been the CEO and owner of Wildheart Social Media, a company dedicated to social media consulting. Before then, I worked as a Certified Nursing Assistant. I have also served several community roles, such as a community outreach person for the Aaron Douglas Art Fair for two years then this year was promoted to PR director. I am the state committee woman for the Kansas Democratic Party Disability Caucus. I am an active member of the Capital Area Federation of Democratic Women where I hold the position of communications chair. I have volunteered for Our Revolution Kansas and Topeka Indivisible. I am also on the publicity committee for the Kansas Federation of Democratic Women. I co-admin the disability caucus Facebook page, the Kansas Federation of Democratic Women Facebook page and the Topeka Area Democratic Women Facebook page.

In 2017 I took a huge leap and ran for city council district 9. I did not win but I held my own against my two male challengers.

Due to my involvement in the disability caucus I have been able to have access to resources the disabled in Kansans in my district and Kansans statewide need to know about. I am able to have access to resources that women in my district and statewide need to know. I also represent the population that is directly impacted by the policies passed in the statehouse - minorities, the working poor and low income

In my term as senator I plan to work on overhauling how the Home and Community Based Services waiver program is run. I will work to help victims and survivors of sexual abuse and domestic violence get the legislation they need to help them. I will work to make sure disabled Kansans in my district and statewide receive equal pay for the same work their able bodied counterparts get. This list is not exhaustive, however a starting point for those who can't readily speak for themselves.

I want to thank you all for your time and support, and I hope to hear from you on the campaign trail!

You may e-mail me at joe@joecheraysn18.com You may also call or text me at 785-383-6064. If you're on social media you can find my campaign page on Facebook at JoeCheraySN18 and Twitter Joe Cheray for KS SD 18.

This mailing is sponsored by Joe Cheray for SN 18. Treasurer: Kian Williams



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DATE: October 13, 2020
CONTACT PERSON: Mayor Michelle De La Isla DOCUMENT #:
SECOND PARTY/SUBJECT: Board of Building and Fire Appeals PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a term ending December 31, 2021. (Council District No. 7)

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

The City of Topeka Board of Building and Fire Appeals (BBFA) is responsible for reviewing and deciding on appeals relative to the application and interpretation of the currently adopted commercial and residential building and fire codes utilized within the Topeka jurisdiction. The BBFA has authority to hear and decide upon proposed alternatives, equivalencies and performance measures that may not be specifically prescribed by these codes. To be approved, any proposal must comply with the intent of the provisions of these codes. The BBFA does not have the authority to waive the requirements of these codes.

STAFF RECOMMENDATION:

Councilmember Dobler nominates and Mayor De La Isla recommends the appointment of Cassandra Taylor to the Board of Building and Fire Appeals for a two-year term that will end December 31, 2021. The position requires the member be a licensed architect and live within the city. Ms. Taylor meets these requirements.

BACKGROUND:

This is a City-created board where the City Council nominates and the Mayor appoints. If no nominations are received, the Mayor may appoint. The board shall be comprised of seven members who shall be currently licensed or engaged in or have substantial past experience in the following fields or professions: licensed professional engineer, licensed architect, licensed commercial contractor, or other experienced professional

working in a field related to building construction. The board shall always consist of at least two engineers, two architects, and one contractor. Board members must live within the limits of the city of Topeka and will serve a two-year term.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

C. Taylor - BBFA Application - 2020

Profile

Cassandra

First Name

Taylor

Last Name

cassandramtaylor@gmail.com

Email Address

3039 SW Maupin Lane, Apt 202

Street Address

Architect One

Suite or Apt

Topeka

City

KS

State

66614

Postal Code

Are you a resident of the City of Topeka?

☒ Yes ☐ No

What district do you live in? *

☒ District 7

Check for your district here -> <https://www.topeka.org/citycouncil>

Mobile: (785) 506-2316

Primary Phone

Home:

Alternate Phone

Which Boards would you like to apply for?

Board of Building and Fire Appeals: Submitted

Architect One

Employer

Principal

Job Title

Are you a registered voter?

☒ Yes ☐ No

Are you currently a full or part-time employee of the City of Topeka?

☐ Yes ☒ No

If yes, please advise in which department you work:

Are you or any immediate family member related to any city governmental official or employee?

☐ Yes ☒ No

If yes, please advise who and how you are related:

Are you or have you been a party to any civil litigation involving the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Are you delinquent in payment of any taxes, fees, fines or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Please state why you are interested in serving on this board or commission:

As an Architect I am interested in maintaining and shaping the future of building and fire codes for the city of Topeka.

Interests & Experiences

Please describe your education, experience and expertise including any honors or awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

Leadership Kansas, Class of 2020 GTP Woman of Distinction, 2019 Downtown Topeka Rising Leader, 2017 Kansas Character Recognition Award, 2015 Topeka's top 20 under 40, 2012 Leadership Topeka, 2012 Topeka South Rotary Member American Institute of Architect Member Landmark Commissioner NCIDQ Member (National Council of Interior Design Qualification)

[Cassandra M Taylor Resume.pdf](#)

Upload a Resume

Please attach any additional information you believe may be helpful in considering your application.

Question applies to multiple boards

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)

Licensed Architect (MO)

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity *

☒ Caucasian/Non-Hispanic

Gender *

☒ Female

Acknowledgements and Verification

Purpose of information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

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<http://topeka.novusagenda.com/agendapublic/>

Cassandra M. Taylor, AIA, NCIDQ

3039 SW Maupin Lane #202, Topeka, Kansas
785.506.2316 . cassandramtaylor@ymail.com
Licensed Architect . Certified Interior Designer

Objective

Obtain a position, with a similar principled architectural firm utilizing my twenty years of experience including Project Management, Practice Management, Staff Management, BIM/CAD Standards Management and my strong history of delivering projects on time, within client budget, and at a profit to the firm. Experienced in all phases of delivery from Programming and Design through Construction Documentation and Project Closeout.

Experience

2020-2015 Architect One, Principal

Transitioned to a management position and a stockholder within the company. Continue to serve as a senior project manager, with the additional duties of practice and staff management. Providing oversight as Director of Operations with an emphasis on quality control during documentation of projects and oversight of in-house project work plans and staff scheduling.

Featured Projects:

- CoreFirst Headquarters - 30,000 SF remodel with asbestos remediation and 6,000 SF addition.
- Topeka Dentistry - 7,000 SF new construction dental office on greenfield site with an outdated and irrelevant PUD.
- Trident Swim & Waves Aquatic Center - 18,000 SF indoor training facility for competition level swimming in Owasso, OK.
- Topeka Center for Advanced Learning and Careers, Topeka Public Schools USD 501 - 70,000 SF remodel and 4,000 SF addition to an education facility, providing modern "business like" learning opportunities for high school students.

2014-2011 Architect One, Senior Project Manager

Advanced to Senior Project Manager requiring minimal oversight from Principals, continued to develop office standards, including the transition to BIM through Autodesk Revit.

Featured Projects:

- Growing Smiles - 14,000 SF new construction dental office with two pediatric medical office tenant spaces.
- Fellowship Bible - 32,000 SF sanctuary and nursery addition to an existing 60,000 SF worship facility.
- Belleville High School Senior Living Apartments - Adaptive reuse of a historic high school into senior living apartment homes.
- Valeo Crisis Center - 14,000 SF in-patient living crisis center and mental health services office center.

2010-2007 Architect One, Project Manager

Hired as a project manager and to create firm-wide CAD standards, something which had never been implemented before. Worked with staff to produce CAD drafting standards, templates, and detail library.

Featured Projects:

- Topeka Bible Church College Avenue Worship center - 31,000 SF addition providing a worship center, fellowship space, nursery, and youth activity center.
- Brewster Assisted Living & Rehab Center - 20,000 SF rehabilitation facility addition to an existing assisted living facility. Includes hydrotherapy pool, physical therapy rooms, and rehabilitation beds and dining center.
- Hetlinger Developmental Services - 16,000 SF warehouse addition to an existing 13,000 SF adult day services building with heavy remodel throughout.
- Radiant Electric Cooperative - 27,000 SF new construction office and industrial warehouse service center.



Cassandra M. Taylor, AIA, NCIDQ

3039 SW Maupin Lane #202, Topeka, Kansas
785.506.2316 . cassandramtaylor@ymail.com
Licensed Architect . Certified Interior Designer

Experience (continued)

2005-2006 HuntonBrady Architects – Orlando, Florida, Interior Designer

2003-2005 CJL Architects – Fort Myers, Florida, Project Coordinator

2002-2003 JYL Architects – Juneau, Alaska, Interior Designer

1999-2001 Walt Disney Imagineering – Orlando, Florida, Resort Development Project Coordinator

Skills

Revit
AutoCAD
Sketchup
Adobe Creative Suite
Microsoft Office Suite
Ajera Accounting System

Accomplishments & Involvement

Current

Leadership Kansas 2020
Landmarks Commissioner
Go Topeka Board Member
Topeka South Rotary
State of Kansas Powerlifting Record Holder

Past

Greater Topeka's Woman of Distinction 2019
Downtown Topeka Rising Leader 2017
Kansas Character Recognition Award
Leadership Greater Topeka 2012

Topeka's top 20 under 40 2012
Shawnee County Parks & Recreation Advisory Board
JAC 20 Under 40 planning and steering committees
TEDxTopeka & TEDxTopekaWomen
Topeka Festival Singers board member
TWHS JAG speaker

Volunteer

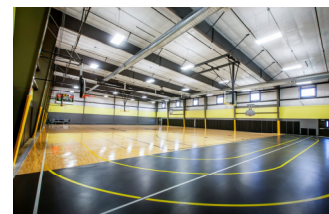
TARC
Topeka's Habitat for Humanity
United Way's Christmas Bureau
TWHS Women in Science and Engineering
Kansas Mission of Mercy

Education

Kansas State University, Bachelor of Interior Architecture 2000

References

Michael T. Wilson, AIA, LEED AP
Founding Partner of Architect One
785.224.5262
Staci Zopetti
Supervisor at HuntonBrady
407.399.7947





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CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the appointment Wendy Wells to the Topeka Housing Authority Advisory Board to fill an unexpired term ending December 31, 2023

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

The Topeka Housing Authority Advisory Board plans and studies the public housing needs of the City and to make recommendations to City officials.

STAFF RECOMMENDATION:

Mayor De La Isla recommends the appointment of Wendy Wells for a term that would end December 31, 2023.

BACKGROUND:

The board shall consist of five members appointed by the Mayor; one of which must be a client of the housing authority. Members shall serve four-year terms on volunteer basis. Council nominations are not required.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

W. Wells A - THA Advisory Board Application - 2020

Profile

Wendy

First Name

Wells

Last Name

wendy.wells1@usbank.com

Email Address

2333 NW 45th Ter

Street Address

Suite or Apt

Topeka

City

KS

State

66618

Postal Code

Are you a resident of the City of Topeka?☐ Yes ☒ No**What district do you live in? ***☒ Other / Outside City LimitsCheck for your district here -> <https://www.topeka.org/citycouncil>

Mobile: (785) 224-8510

Primary Phone

Business: (785) 276-6688

Alternate Phone

Which Boards would you like to apply for?

Topeka Housing Authority Advisory Board: Submitted

U.S. Bank

Employer

Topeka Market President &
Regional Commercial Manager

Job Title

Are you a registered voter?☒ Yes ☐ No**Are you currently a full or part-time employee of the City of Topeka?**☒ Yes ☐ No**If yes, please advise in which department you work:****Are you or any immediate family member related to any city governmental official or employee?**☐ Yes ☒ No

If yes, please advise who and how you are related:

Are you or have you been a party to any civil litigation involving the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Are you delinquent in payment of any taxes, fees, fines or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Please state why you are interested in serving on this board or commission:

I am passionate about housing and the community THA serves. I have been in regular contact with Sophie George (retired) and Trey George for 10 years to stay up to date on housing issues. There is a need for creative and affordable housing in Topeka. THA has done an amazing job of providing solutions (housing and other) to this community. As my other board positions have expired, I have the time and desire to work with the other THA board members to make a positive impact, leveraging my professional, academic and personal expertise.

Interests & Experiences

Please describe your education, experience and expertise including any honors or awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

Pacific Coast Banking School - University of Washington (Honors) MBA - University of Texas Permian Basin BA Personal Administration - University of Kansas

[Resume_Wendy_A_Wells_August_2020.doc](#)

Upload a Resume

Please attach any additional information you believe may be helpful in considering your application.

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity *

☒ Caucasian/Non-Hispanic

Gender *

☒ Female

Acknowledgements and Verification

Purpose of information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

<http://topeka.novusagenda.com/agendapublic/>

Wendy A. Wells

2333 N.W. 45th Terr., Topeka, Kansas 66618

Phone: 785.224.8510 w.a.wells1@gmail.com

SUMMARY

I lead a commercial team dedicated to practical, high-touch, responsive commercial banking solutions. I specialize in analytical/strategic thinking and doing. Balanced, thoughtful growth with well-matched partners is a driving reality in everything I do. Developing and maintaining two-way valued relationships equals success. Banking skills include debt capital finance, portfolio management, credit administration, treasury management and deposit services for public, private, for-profit and not-for-profit entities.

PROFESSIONAL EXPERIENCE

Market President, Regional Commercial Mgr & Commercial Real Estate Specialist February 2006 – Present
U.S. Bank | Kansas (14 years)

Senior Vice President Commercial Banking 1997 – 2006
Silver Lake Bank | Topeka, KS (9 years)

Senior Vice President 1986 – 1997
Bank of America (formerly Nations Bank) | Topeka, KS (11 years)
Positions – Special Asset Manager | Credit Manager | Commercial Lender | Correspondent Banking Officer | Loan Review Officer

Loan Review Officer 1981 – 1986
Bank of America (formerly Nations Bank) | Midland, TX (5 years)
Positions – Credit Analyst | Compensation & Benefits Analyst

EDUCATION

University of Washington 2012 – 2014
Pacific Coast Banking School | Masters Level Extension Program for Banking | Honor Roll
Management Paper | “Building on Differences”

American Appraisal Institute 1994 – 1996
Commercial Appraisal Coursework | 36 hours

University of Texas of the Permian Basin 1982 – 1986
Master of Business Administration | MBA

University of Kansas 1977 – 1981
Personnel Administration | BA

COMMUNITY INVOLVEMENT AND MEMBERSHIPS

- Board + Chair | **GO Topeka** | Economic Development Organization
- Vice-Chair + Finance + Fundraising + Design Team | **Downtown Topeka Foundation** | Downtown Revitalization
- Membership Campaign | **Greater Topeka Chamber of Commerce** | Top Sales Award
- Board Member | **North Topeka Business Alliance**
- Honorary Chair – Fashion Show | **Topeka Chapter of the Links, Inc.**
- Campaign Chair | **United Way of Greater Topeka**
- Co-Chair Signature Chef Auction | **March of Dimes of Northeast Kansas**



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Mayor Michelle De La Isla DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Planning Commission PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

BOARD APPOINTMENT recommending the reappointment of Matthew Werner to the Topeka Planning Commission for a term ending September 30, 2023. (Council District No. 8)

VOTING REQUIREMENTS:

At least five (5) votes of the City Council is required. Mayor does not vote.

POLICY ISSUE:

As a primary function, the Topeka planning commission shall have the responsibility for the adoption and recommendation to the city council of the comprehensive metropolitan plan to guide the orderly growth and harmonious development of the Topeka metropolitan area. The comprehensive metropolitan plan shall consist of, but not be limited to, the elements described in TMC 18.05.020. The Topeka planning commission shall recommend appropriate legislative, administrative or budgetary actions necessary for the governing body to implement the comprehensive metropolitan plan on or before May 1st of each year.

STAFF RECOMMENDATION:

Councilman Duncan nominates and Mayor De La Isla recommends the reappointment of Matthew Werner for a term that will end September 30, 2023. Mr. Werner meets the residency requirement.

BACKGROUND:

This is a nine member board, created by the City. Council members nominate and the Mayor appoints. The governing ordinance, 18442, specifically states that at least six, but not more than seven shall reside within the corporate boundaries of the city. At least two, but not more than three shall reside outside the city boundaries, but within the city's 3-Mile Extraterritorial Jurisdiction. At least six shall be appointed from the private sector; at least three from the private sector shall be currently licensed or engaged or have substantial past experience in

the following fields: licensed professional engineer; licensed landscape architect; licensed architect; certified planner; registered land surveyor; licensed contractor; developer or other experienced professional working in a field related to planning or land development.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not Applicable.

ATTACHMENTS:

Description

M. Werner - TPC Application - 2020

Profile

Matthew

First Name

Werner

Last Name

mattw@batisdev.com

Email Address

6401 SW 24th St

Street Address

Suite or Apt

Topeka

City

KS

State

66614

Postal Code

Are you a resident of the City of Topeka?☒ Yes ☐ No**What district do you live in? ***☒ District 8Check for your district here -> <https://www.topeka.org/citycouncil>

Business: (785) 272-4400

Primary Phone

Mobile: (785) 608-9013

Alternate Phone

Which Boards would you like to apply for?

Topeka Planning Commission: Submitted

Batis Development Co.

Employer

Co-Owner, Vice President-
Architect

Job Title

Are you a registered voter?☒ Yes ☐ No**Are you currently a full or part-time employee of the City of Topeka?**☐ Yes ☒ No**If yes, please advise in which department you work:****Are you or any immediate family member related to any city governmental official or employee?**☐ Yes ☒ No

If yes, please advise who and how you are related:

Are you or have you been a party to any civil litigation involving the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Are you delinquent in payment of any taxes, fees, fines or special assessments owed to the State of Kansas, Shawnee County or the City of Topeka?

☐ Yes ☒ No

If yes, please explain:

Please state why you are interested in serving on this board or commission:

I feel that with my 30 year work history and overall experience as an Architect and Real Estate Developer, I would be able to offer valuable and beneficial insight for the Topeka Planning Commission.

Interests & Experiences

Please describe your education, experience and expertise including any honors or awards, civic, cultural, charitable or professional organization memberships that relate to the position you are seeking.

Bachelor of Architecture--University of Kansas, 1986 Member, American Institute of Architects (AIA) Member, National Council of Architectural Registration Board (NCARB) Member--City of Topeka Board of Building and Fire Appeals---currently serving 6th term Member--City of Topeka Planning Commission--Sept 2017 to Present

[MDWResume1.pdf](#)

Upload a Resume

Please attach any additional information you believe may be helpful in considering your application.

Question applies to multiple boards

List any professional licenses you hold in Kansas and advise if they are current. (We reserve the right to request a copy of your license prior to approval of your appointment.)

Registered Architect Licenses--Kansas #3346, Missouri #7684, Oklahoma #5218, Nebraska #3912, Iowa #6499, Texas #22771, South Dakota #11474, North Dakota #2687, North Carolina #12621, South Carolina #9547, Virginia #017826

Voluntary Self Identification

Completion of your race/ethnicity and gender on your application is voluntary and will not affect your opportunity to be appointed to a City of Topeka Board or Commission.

Ethnicity *

☒ Caucasian/Non-Hispanic

Gender *

☒ Male

Acknowledgements and Verification

Purpose of information being submitted.

☒ I Agree

The information I am submitting is true and correct.

☒ I Agree

Electronic Signature

☒ I Agree

Notification to applicants for City Board/Commissions

Please be advised that your application and any documents that you attach are public records and, as such, are available to the public, upon request, pursuant to the Kansas Open Records Act.

If you are appointed to the position, your application and resume will be included in the governing body meeting agenda which is posted online.

<http://topeka.novusagenda.com/agendapublic/>

Matthew D. Werner, AIA, NCARB

6401 SW 24th St.
Topeka, Kansas
mattw@batisdev.com
Work Phone 785-272-4400
Cell Phone 785-608-9013

WORK EXPERIENCE

2007-present **Co-Owner, Vice President-Architectural & Design Services, Batis Development Co., Topeka, KS**

1991-2007 **Vice President, Architecture, H.T. Paul Company, Inc. Topeka, Kansas** (A construction/architectural and land development company specializing in retail/office design-build projects)

Responsible for management, design and document production of all design-build projects

1986-1991 **Project Architect, Kiene & Bradley Design Group, Topeka, Kansas**
Architectural project manager

EDUCATION

Bachelor of Architecture, University of Kansas, 1986

LICENSES

Registered Licensed Architect--Kansas, Missouri, Oklahoma, Nebraska, Iowa, Texas, South Dakota, North Dakota, North Carolina, South Carolina

National Council of Architectural Registration Board

AFFILIATIONS

American Institute of Architects--Member

AIA Topeka--President, 1994 (Board member 1991-1995)

AIA Kansas--Secretary, 2002 (Board member 1999-2002)

City of Topeka, Board of Building and Fire Appeals (2006-present)

City of Topeka, New Building Code Review Committee-1999, 2006 and 2016-17

Prince of Peace Lutheran Church, Member and Building Committee Member (2001-02)

Topeka Active 20-30 Club (Past Active/Past Board member)

PROJECTS:

6 Starbucks- KS, NE, ND, SD

26 Freddy's Frozen Custard & Steakburgers- KS, NE, TX, NC, SC

60 Walgreen Drug Stores- Kansas, Oklahoma & Missouri, Kansas City metro area

Panera Restaurant, Grand Island- NE & Sioux Falls, SD

Olive Garden Restaurant- Grand Island, NE

GTM Sportswear & K-State Superstore- Manhattan, KS

Max Fitness- Manhattan, KS

Cox Brothers BBQ- Junction City, KS and Council Bluffs, IA

Chelsea Lofts-Emporia, KS

Commerce Bank Branch Facilities-Topeka, Kansas

Silver Lake Bank Branch Facilities-Topeka/Hiawatha Kansas

Unified School District 437- School Additions and Remodeling, Topeka, KS.

Palmer News Warehouse and Distribution Center/Mackin Co. -Topeka, KS.

Morgan Stanley Office Building-Topeka, Kansas

Midway Wholesale Warehouse and Showroom- Topeka, Kansas

Prince of Peace Lutheran Church, Phase I Fellowship Hall-Topeka, Kansas

Great Life Golf and Fitness-multiple remodels, Kansas

Harley Davidson Retail projects, Topeka, Kansas



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October 13, 2020

DATE: October 13, 2020
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SECOND PARTY/SUBJECT: PROJECT #:
CATEGORY/SUBCATEGORY
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

"Troy Scroggins Awards"
"City of Topeka Health Plan Overview"

VOTING REQUIREMENTS:

POLICY ISSUE:

STAFF RECOMMENDATION:

BACKGROUND:

BUDGETARY IMPACT:

SOURCE OF FUNDING:

ATTACHMENTS:

Description

Presentation

City of Topeka

City Council Meeting Health Plan Overview

October 13, 2020



Agenda

Presenters:

Willis Towers Watson:

Denise Mills, Director, Health & Benefits Brokerage & Advisory

Rick Kilburn, Associate Director, Midwest Regional Financial Team



Discussion Items:

I. Health Plan Overview

II. Historical Costs

Appendix – Supplemental Information

- Selected Plan Performance Indicators

Health Plan Overview

- City of Topeka (COT) has a self-funded Medical/Rx program
- The medical plan is administered by Blue Cross Blue Shield of Kansas (BCBSKS) and members use the Blue Card network of providers
- COT purchases Medical Stop Loss from BCBSKS that includes an individual stop loss level of \$150,000 and aggregate stop loss coverage set at 120% of expected annual claims to protect the plan against catastrophic losses
- The Pharmacy Benefit Manager is Elixir (formerly MedTrak)
- Willis Towers Watson (WTW) was awarded a consulting contract with COT in August of 2011. Upon financial review, it was determined that the premium equivalents and funding of the plan was too low and as a result COT had been using health plan reserves to fund the claims leaving those reserves completely depleted. At the end of 2011 the risk reserve fund and the general fund had to be used to cover the expense liability that remained.
- Since then funding levels were revamped to appropriate levels and aggregate stop loss was purchased as a safety net to protect the overall plan. Over the years COT has made necessary plan changes, particularly around wellness, and has been able to build the health plan reserves to align with COT's standard established finance reserve policy.

Health Plan Overview - continued

- In 2015 COT added an onsite health clinic managed by HealthStat. HealthStat provides many preventive health services/screenings, overall health management (lifestyle coaching) and episodic health care needs. HealthStat works at the center of population health care management (hub and spokes) with BCBSKS, Elixir and Tria's disease management program. The goal is to identify and close gaps in care, keep members healthy and be able to provide a stable and sustainable program of exceptional benefits for years to come. Clinic data is shared with BCBSKS and WTW to assist in monitoring and managing overall plan performance.
- COT has built a robust wellness program designed to reward positive behavior for members in an effort to reduce overall health risks. Employees are able to participate in a number of events and earn points to achieve reduced payroll contributions. In addition, there are points available for completing Health Risk Assessments for both employees and spouses along with points awarded for reviewing the results with the Wellness Center (clinic).
- The combination of the onsite clinic, wellness and disease management programs, in an effort to manage overall health risks, is working as is indicated in the information shown on the following pages.

Historical Medical/Rx Plan Cost Overview

Plan Year	2014	2015	2016	2017	2018	2019	1/20-820 partial plan
Enrollment							
Average Employees	1,104	1,043	1,030	990	973	959	945
% Change YOY		-5.5%	-1.2%	-3.9%	-1.7%	-1.4%	-1.5%
Claim Cost							
Medical Claims	\$5,237,153	\$5,824,931	\$8,413,618	\$5,137,898	\$5,815,508	\$5,304,660	\$4,176,584
Rx Claims	\$1,847,591	\$2,192,776	\$2,859,005	\$2,375,208	\$2,407,828	\$2,642,056	\$1,575,086
Less: Claims Over Stop Loss	(\$515,573)	(\$844,418)	(\$2,120,275)	(\$553,954)	(\$375,374)	(\$162,431)	(\$203,900)
Total Net Claims	\$6,569,171	\$7,173,289	\$9,152,348	\$6,959,152	\$7,847,962	\$7,784,285	\$5,547,770
PEPY ¹	\$5,950	\$6,878	\$8,886	\$7,029	\$8,066	\$8,117	n/a; partial plan year
Fixed Costs							
Administration	\$618,193	\$1,063,049	\$1,166,150	\$1,416,130	\$1,448,095	\$1,483,610	\$1,025,293
Stop Loss Premium	\$496,314	\$585,467	\$661,953	\$751,875	\$888,829	\$804,176	\$406,816
Less: Rx Rebates Received	\$0	\$0	\$0	(\$97,301)	(\$168,448)	(\$298,672)	(\$177,130)
Total Fixed Costs	\$1,114,507	\$1,648,516	\$1,828,103	\$2,070,704	\$2,168,476	\$1,989,114	\$1,254,979
Total Plan Costs (claim + fixed costs)	\$7,683,678	\$8,821,805	\$10,980,451	\$9,029,856	\$10,016,438	\$9,773,399	\$6,802,749
PEPY	\$6,960	\$8,458	\$10,661	\$9,121	\$10,294	\$10,191	n/a; partial plan year
% Change YOY ²		21.5%	26.0%	-14.4%	12.9%	-1.0%	
Budget Accrual³	\$8,839,976	\$8,566,126	\$9,552,801	\$11,138,506	\$11,765,865	\$11,884,420	\$8,003,577
Budget Variance	87%	103%	115%	81%	85%	82%	85%
High Cost Claimants (HCC)							
# of HCCs >\$75,000	11	11	15	8	11	9	6
Average Paid >\$75,000	\$172,897	\$214,984	\$212,933	\$156,835	\$132,915	\$120,683	\$138,568
Claims Exceeding Stop Loss							
Number >\$150,000	5	7	9	4	2	2	2
Average Paid	\$91,057	\$117,869	\$139,262	\$61,849	\$124,496	\$52,044	\$73,538

¹ Per employee per year

² Year over year

³ Budget accrual based on COBRA rates less the 2%

Average Number of High Cost Claimants 2014-2016 was 12 (average cost of \$200,271 per claimant)

Average Number of High Cost Claimants 2017-2019 was 9 (average cost of \$136,810 per claimant)

PEPY Benchmark WTW Healthcare FBS

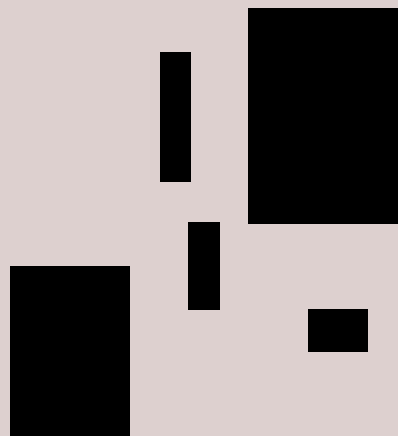
2019 Plan Costs:

- \$13,087 unadjusted
- \$10,191 City of Topeka PY ending 12/2019

5 YR trend PEPY 8%
3 YR trend PEPY -2%
(Claims Cost)

5 YR trend PEPY 9%
3 YR trend PEPY -1%
(Plan Cost)

Appendix – Supplemental Information

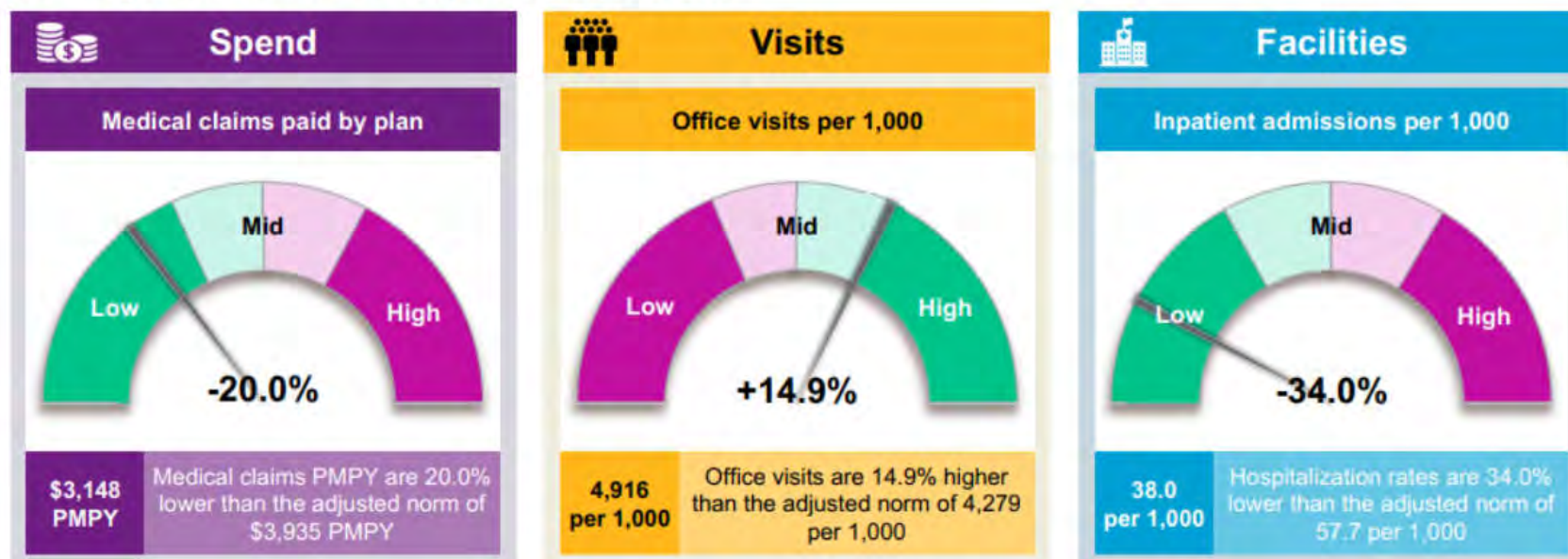


Selected Performance Indicators

- WTW provides COT with annual reviews of health plan performance. The following slides provide snapshots of plan performance against adjusted benchmark norms.

Medical key performance indicators

Current (Jan-19 to Dec-19) actual vs. norm



- The plan is performing exceptionally well within these categories.

Selected Performance Indicators

Medical detailed performance indicators

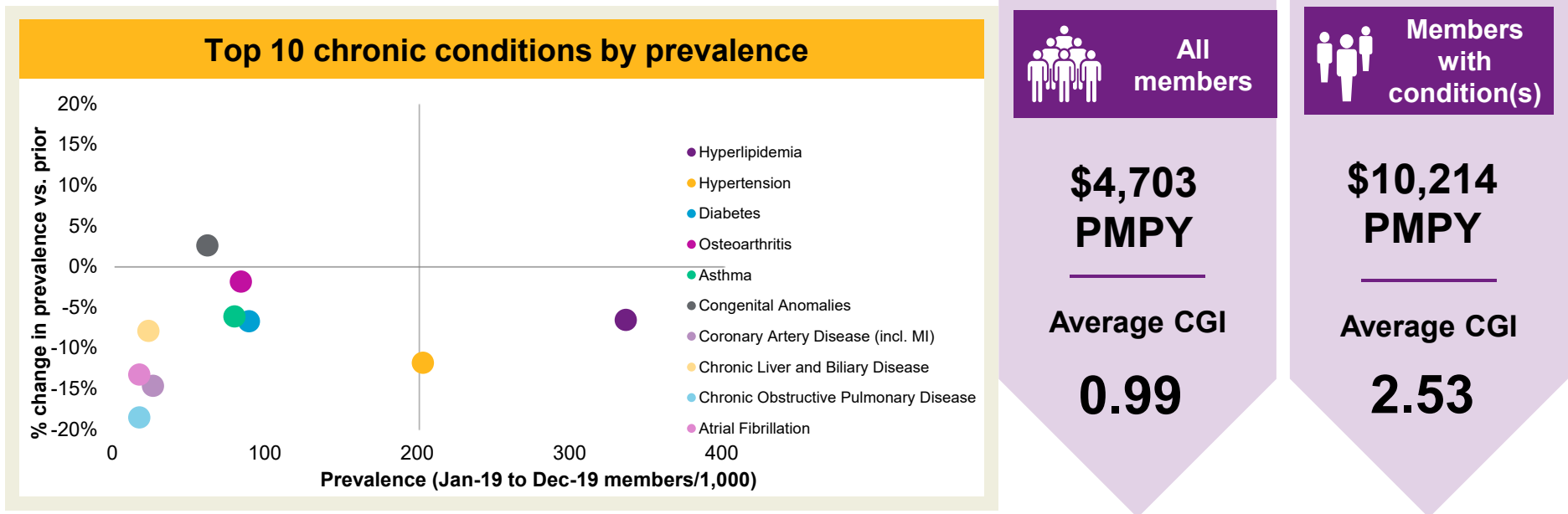
Current (Jan-19 to Dec-19) – vs. prior (Jan-18 to Dec-18) and norm

Regular office visits Visits per 1,000		Preventive care office visits Visits per 1,000		Behavioral health office visits Visits per 1,000	
3,497		594		648	
+30.9%	vs. prior period	+8.0%	vs. prior period	+2.2%	vs. prior period
+19.0%	vs. adjusted norm	+3.6%	vs. adjusted norm	+10.7%	vs. adjusted norm

- Office visits in all categories exceed the normative data which is positive for both members and the plan. By having regular visits and using preventive care benefits members are able to identify health issues early enough and work with their providers to better manage those conditions.

Chronic conditions

Current (Jan-19 to Dec-19) – vs. prior (Jan-18 to Dec-18) or norm



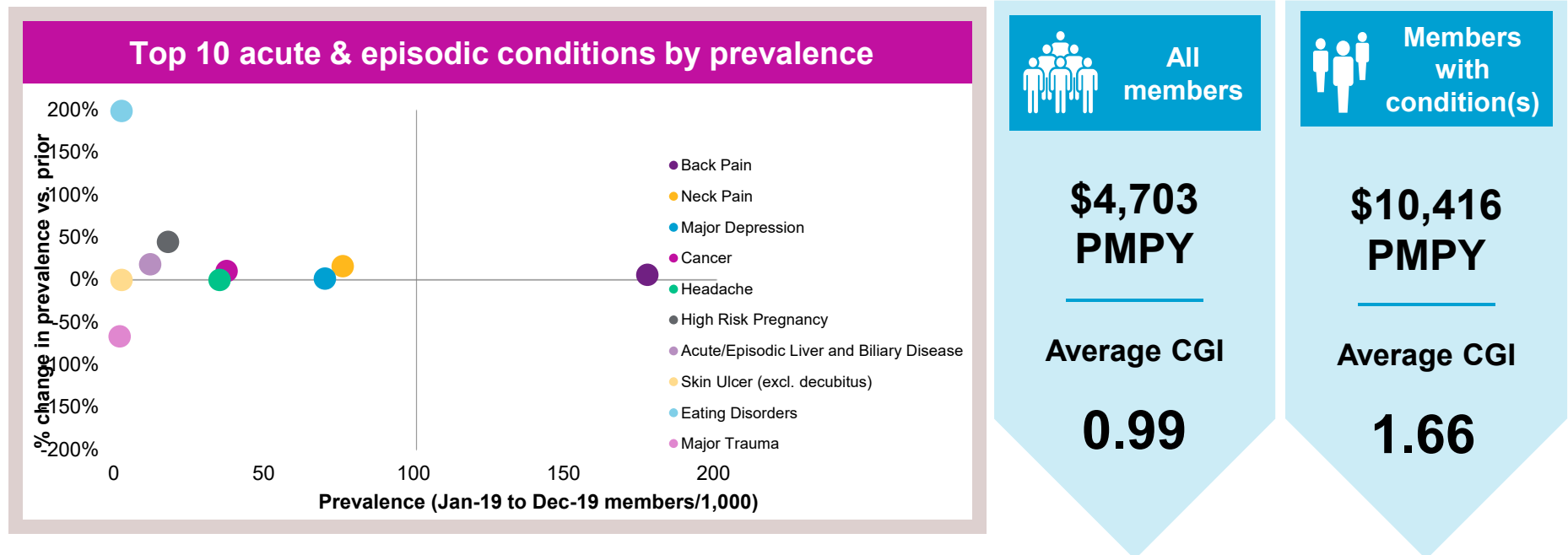
CGI – Care Gap Index

The weighted calculation of an individual's compliance with quality measures; used to quantify the gaps in appropriate medical care that a member is receiving.

COT uses this type of data to make informed plan design decisions and add targeted programs based on identified gaps in care with the goal of closing those gaps and thereby reducing overall costs.

Acute and episodic conditions

Current (Jan-19 to Dec-19) – vs. prior (Jan-18 to Dec-18) or norm



CGI – Care Gap Index

The weighted calculation of an individual's compliance with quality measures; used to quantify the gaps in appropriate medical care that a member is receiving.

COT uses this type of data to make informed plan design decisions and add targeted programs based on identified gaps in care with the goal of closing those gaps and thereby reducing overall costs.



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Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Bill Fiander/Dan Warner DOCUMENT #:
Planning Department
SECOND PARTY/SUBJECT: Six Zero, Inc. PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 10-06-20. JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located the southwest corner of NW 25th Street and NW Button Road, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. (A20/2) (Council District No. 2)

Voting Requirements: At least six (6) votes of the Governing Body is required.

(Approval of the annexation of a 74-acre tract to accommodate an industrial development with multiple small office/warehouse type industries. The tract will be assigned to Council District No. 2.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Six Zero, Inc. has requested annexation requested annexation of a 74-acre tract at southwest corner of NW 25th Street and NW Button Road that will be developed as an industrial project with multiple small office/warehouse type industries. The property was recently platted as Six Zero North Subdivision. The property is located within the Employment Tier of the City's Urban Growth Area and is deemed ready for annexation.

STAFF RECOMMENDATION:

Staff is recommending the Governing Body move to adopt the ordinance.

BACKGROUND:

Ordinance: Land Use and Growth Management Plan 2040 Review: The property lies within the Employment Tier of the Urban Growth Area. The Employment Tier contains areas that are zoned or planned for industrial type

uses. The subject property is contiguous to the city and also lies in an area where urban infrastructure and services are available. There is industrial/commercial development that is being served by the City directly to the west and south of the subject property. Annexing and developing this property makes the city more compact.

Street Network: Future access to the property from public roads will come from NW 25th Street, NW Button Road and the Highway 24 frontage road. NW Button Road is currently a local two-lane rural gravel road between the Highway 24 frontage road and NW 25th Street. NW 25th Street is a major collector that is currently a two-lane paved rural road. The Highway 24 frontage road is a paved two-lane road.

Due to the speculative nature of the development proposal, required improvements to either of the two public roads is unknown at this time. Traffic Improvement Analysis (TIA) for the entire subdivision must be approved at the time of development of the first lot and be updated for development on each subsequent lot. If the TIA warrants public roadway and sidewalk improvement, those improvements must be completed prior to issuance of a Certificate of Occupancy for the first building on each lot or as otherwise warranted by the approved TIA. The Topeka Planning Commission reviewed the annexation proposal at their meeting on May 18, 2020, and found the annexation to be consistent with the City's Land Use and Growth Management Plan by a vote of 9-0-0.

BUDGETARY IMPACT:

Utilities and Services: There are no additional costs to serve the proposed annexation for Fire, Police, Stormwater and Forestry. Water, Sewer, and Streets will incur additional operational and replacement costs. Any costs associated with operational and replacement costs can be accommodated within existing budgets or with future revenues.

SOURCE OF FUNDING:

Not Applicable

ATTACHMENTS:

Description

Ordinance

Topeka Planning Commission Memo - May 18, 2020

Aerial Map

Fact Sheet - Annexation A20-2

Topeka Planning Commission Minutes - May 18, 2020

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____

AN ORDINANCE introduced by City Manager Brent Trout annexing land to the City of Topeka, Kansas, in accordance with K.S.A. 12-520, located the southwest corner of NW 25th Street and NW Button Road, within unincorporated Shawnee County, Kansas and adjacent to the City of Topeka corporate limits, and said land being annexed for all City purposes. **(A20/2) (Council District No. 2)**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That the following described land, meeting the conditions for annexation prescribed in K.S.A. 12-520(a)(7), is hereby annexed and made a part of the City of Topeka, Kansas:

A TRACT OF LAND IN GOVERNMENT LOT 4 AND GOVERNMENT LOT 5 SITUATED IN THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 14, TOWNSHIP 11 SOUTH, RANGE 15 EAST OF THE 6TH P.M. IN SHAWNEE COUNTY, KANSAS, DESCRIBED AS FOLLOWS: **BEGINNING** AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 5; THENCE ON AN ASSUMED BEARING OF SOUTH 01 DEGREE 19 MINUTES 56 SECONDS EAST, 1272.43 FEET TO A LINE WHICH IS 150 FEET NORTH OF THE CENTERLINE OF HIGHWAY US-24; THENCE SOUTH 87 DEGREES 58 MINUTES 07 SECONDS WEST, 2656.70 FEET ALONG SAID LINE TO THE WEST LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 01 DEGREE 05 MINUTES 24 SECONDS WEST, 548.28 FEET ALONG SAID WEST LINE; THENCE NORTH 88 DEGREES 18 MINUTES 23 SECONDS EAST, 998.250 FEET; THENCE NORTH 01 DEGREE 19 MINUTES 58 SECONDS WEST, 739.73 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 4; THENCE NORTH 88 DEGREES 18 MINUTES 38 SECONDS EAST, 330.94 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 5; THENCE NORTH 88 DEGREES 18 MINUTES 03 SECONDS EAST, 1325.05 FEET ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 5 TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 61.07 ACRES, MORE OR LESS.

Section 2. That all land described in Section 1 of this Ordinance is taken into and made a part of the City for all City purposes and is assigned to City Council District No. 2.

Section 3. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

Section 4. Upon passage and publication, the City Clerk shall file a certified copy of this Ordinance with the County Clerk, the Register of Deeds, and the Shawnee County Election Commissioner.

PASSED AND APPROVED by the Governing Body of the City of Topeka,

_____, 2020.

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk

To Be Codified

Not To Be Codified

X



CITY OF TOPEKA

Planning Department
620 SE Madison, Unit 11
Topeka, KS 66607

Bill Fiander, AICP, Director
Tel: 785-368-3728
www.topeka.org

MEMORANDUM

To: Topeka Planning Commission
From: Dan Warner, AICP, Comprehensive Planning Manager
Date: May 18, 2020

RE: A20/2 Six Zero North Subdivision (3325 NW 25th Street) annexation request by Six Zero, Inc.

Proposal

Six Zero, Inc. is requesting annexation of Six Zero North Subdivision (P20/9), an approximately 74-acre subdivision on property located at 3325 NW 25th Street (see Map 1). The use of the property is projected to be industrial with multiple small office/warehouse type industries. There is no immediate development project.

The project will be connecting to City of Topeka sewer and water. Development that connects to water and sewer outside the city is required by City of Topeka utility rules to annex and plat (Six Zero North Subdivision).

Background

A unilateral annexation of this type, one in which the property owner has consented to the annexation and the property is contiguous to the City, requires City of Topeka Governing Body approval. Planning Commission review of annexations is not required by State Statute.

However, the Land Use and Growth Management Plan 2040 (LUGMP) established a policy that the Planning Commission should review annexations greater than 10 acres for consistency with growth management principles of the LUGMP.

LUGMP Review

The property lies within the Employment Tier of the Urban Growth Area (see Map 2). The Employment Tier contains areas that are zoned or planned for industrial type uses.

The subject property is contiguous to the City and also lies in an area where urban infrastructure and services are available. The subject property is located in an area that is primarily developed with industrial type uses. There are industrial uses being served by the city to the south and west of the subject property. Annexing and developing this property makes the city more compact.

The subject property is designated as Urban Growth Area (Employment) by the Topeka Future Land Use Map (Map #3). Industrial uses are consistent with a future employment area.

Street Network

Future access to the property from public roads will come from NW 25th Street, NW Button Road, and the Hwy. 24 frontage road. NW Button Road is currently a local two-lane rural gravel road between the Hwy. 24 frontage road and NW 25th Street. NW 25th Street is a major collector that is currently a two-lane paved rural road. The Hwy. 24 frontage road is a paved two-lane road.



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Due to the speculative nature of the development proposal, required improvements to either of the two public roads is unknown at this time. Traffic improvement analysis for the entire subdivision must be approved at the time of development of the first lot and be updated for development on each subsequent lot. If the TIA warrants public roadway and sidewalk improvement, those improvements must be completed prior to issuance of a Certificate of Occupancy for this first building on each lot or as otherwise warranted by the approved TIA.

Recommendation

Annexing the subject property is consistent with the Comprehensive Plan.

Map 1



Map 2



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MEMORANDUM



A20/2 - Six Zero North Subdivision
Urban Growth Area

March 20, 2020



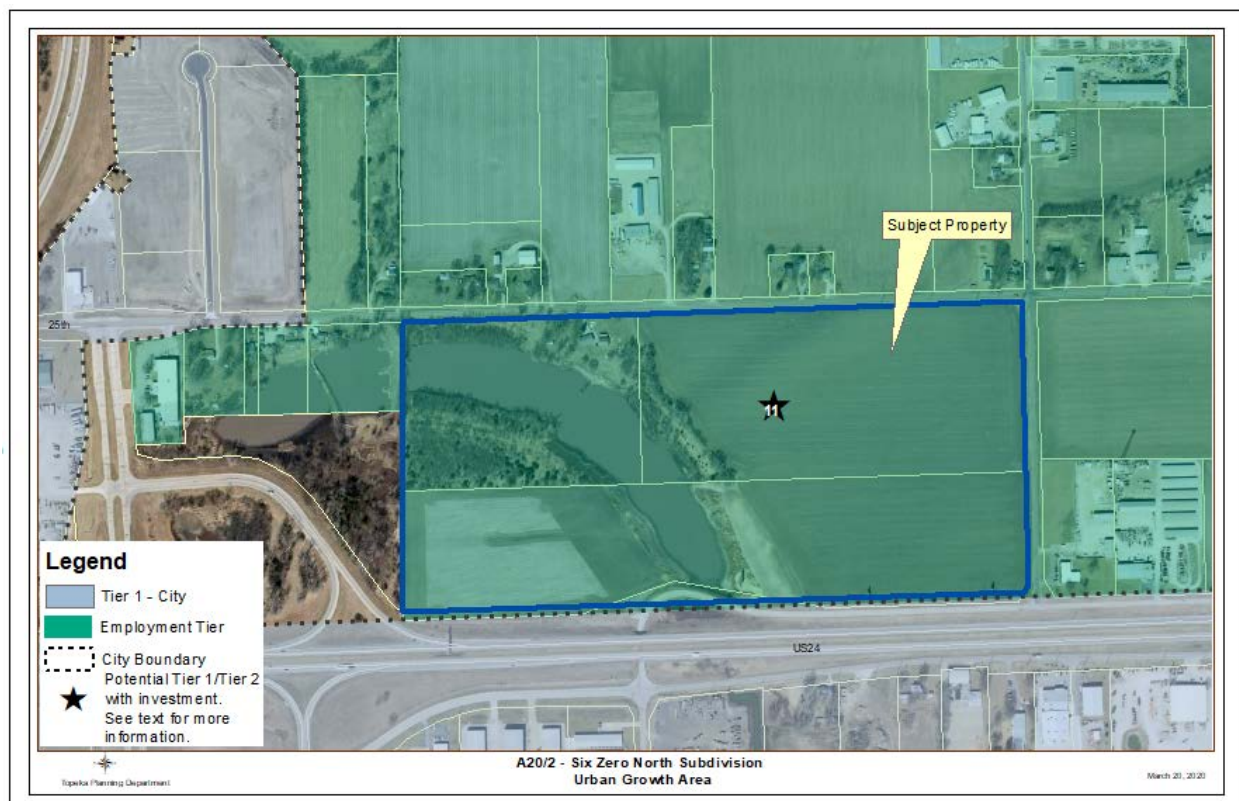
Annexation Proposal
3325 NW 25th Street and the southwest corner of NW 15th Street and NW Button Road
Fact Sheet & Department Comments

Site

Address/Location: 3325 NW 25th Street and Southwest Corner of NW 25th Street and NW Button Road
Owner: Six Zero Inc.
Size: Approximately 74 acres
Existing Land Use: Vacant
Proposed Land Use: Industrial - multiple small office/warehouse type industries
Subdivision: Property is being platted as *Six Zero North Subdivision*

Planning

Existing Zoning: I2 (Heavy Industrial District)
Proposed Zoning: I2 (Heavy Industrial District)
Current Population: 0 residents
Projected Population: 0 residents
Density: N/A
Comprehensive Plan: Urban Growth Area – Employment Tier
Primary Service Area (Sewer Required): Yes



Annexation Proposal
3325 NW 25th Street and the southwest corner of NW 15th Street and NW Button Road
Fact Sheet & Department Comments

Annexation Procedure

Contiguous?: Yes.

Consent?: Yes. Owner provided a written consent.

Requirements: Eligible for annexation under KSA 12-520(7). No required hearings or notices. No service extension plan is required.

Approval Method: COT governing body passes ordinance.

Revenue/Expenses Estimates

Property tax revenue to the City of Topeka in 2020 would be approximately **\$1,000** before any development takes place. **Future annual property tax revenue** to the City of Topeka upon build-out of development is estimated to be approximately **\$166,000** (estimate based on the assessed value per acre of existing similar land uses north of the subject property along NW Button Road). Current property tax revenue to Soldier Township is approximately **\$3,500** in 2020.

There is no existing **utility revenue**. **Future annual COT utility revenue** to the City of Topeka upon development of the property is estimated to be approximately **\$30,741**.

There are no additional costs to serve the proposed annexation for Fire, Police, Stormwater and Forestry. Water, Sewer, and Streets will incur additional annualized infrastructure operational and replacement costs of approximately **\$71,102**. All costs can be accommodated within existing budgets or with future revenues.

Utility and Service Providers

	Current	Proposed
Water	N/A	COT
Wastewater	N/A	COT
Fire	Soldier Township	COT
Police	Shawnee County	COT
Streets – NW 25th Street	Shawnee County	COT/Shawnee County
Streets – NW Button Road	Soldier Township	COT/Solder Township
Parks	Shawnee County	Shawnee County
Governing Body	Shawnee County (#1)	COT (#2)

The subject property is proposed for industrial development. COT sewer and water mains will serve this development. No parks existing or planned. No new streets are planned as part of this development.

Streets

Future access to the property from public roads will come from NW 25th Street, NW Button Road, and the Hwy. 24 frontage road. NW Button Road is currently a local two-lane rural gravel road between the Hwy. 24 frontage road and NW 25th Street. NW 25th Street is a major collector that is currently a two-lane paved rural road. The Hwy. 24 frontage road is a paved two-lane road.

Annexation Proposal
3325 NW 25th Street and the southwest corner of NW 15th Street and NW Button Road
Fact Sheet & Department Comments

Due to the speculative nature of the development proposal, required improvements to either of the two public roads is unknown at this time. Traffic improvement analysis for the entire subdivision must be approved at the time of development of the first lot and be updated for development on each subsequent lot. If the TIA warrants public roadway and sidewalk improvement, those improvements must be completed prior to issuance of a Certificate of Occupancy for this first building on each lot or as otherwise warranted by the approved TIA.

No new public roads will serve this development.

Metro Bus Service

Fixed-route service is not currently offered to this area. The closest fixed route system is 1.5 miles east of the property at NW 25th and NW Clay Streets.

Ability to Provide Adequate Public Services

FIRE

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

No additional.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

No additional impacts foreseen.

Ability to Provide Adequate Public Services

FORESTRY

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

No major cost to department.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

Annexation Proposal
3325 NW 25th Street and the southwest corner of NW 15th Street and NW Button Road
Fact Sheet & Department Comments

Single small annexations can be taken care of by Forestry with no major budget impacts. The cumulative effects of multiple annexations will ultimately not be sustainable.

Ability to Provide Adequate Public Services

POLICE

- 1) What is the estimated cost (operational and capital) to your Department/Division to provide adequate service to the proposed annexation?**

We do not anticipate any additional cost with annexation project. We already provide services to the surrounding areas.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes, but at some point if the City continues to annex properties and expands the city limits additional staffing will be needed.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

At this time we do not see any additional issues.

Ability to Provide Adequate Public Services

STREETS

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$'s):**

a. Estimate annualized operations/maintenance cost over the lifecycle of the assets:

\$14,000 per year based on existing roadway needs only.

b. Estimate annualized replacement cost of the asset:

\$50,000 per year assuming the existing assets need rebuild in 25years.

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?**

Yes

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.**

These roads may be functionally, and possibly structurally, unable to handle a large increase in traffic and such a change will accelerate the need to replace the roads.

Ability to Provide Adequate Public Services
STORMWATER

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$'s):
 - a. Estimate annualized operations/maintenance cost over the lifecycle of the assets (\$0/year).
 - b. Estimate annualized replacement cost of the asset (\$0/year). This is based on 100 year replacement cycle.
 - c. Estimate annualized revenue over the lifecycle of the assets (\$13,998/year).
- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.

None.

Ability to Provide Adequate Public Services
WASTEWATER

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$'s):
 - a. Estimate annualized operations/maintenance cost over the lifecycle of the assets (\$765/year). This is based on 450' of 21" and 1,735' of 8" new sewer line.
 - b. Estimate annualized replacement cost of the asset (\$5,492/year). This is based on a 100 year replacement cycle.
 - c. Estimate annualized revenue over the lifecycle of the assets (\$9,266/year).
- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.

None.

Annexation Proposal
3325 NW 25th Street and the southwest corner of NW 15th Street and NW Button Road
Fact Sheet & Department Comments

Ability to Provide Adequate Public Services
WATER

- 1) What is the estimated cost/benefit of providing adequate service to the proposed annexation (in current year \$'s):
 - a. Estimate annualized operations/maintenance cost over the lifecycle of the assets (\$990/year). These costs are based on 1,550 feet of new water line.
 - b. Estimate annualized replacement cost of the asset (\$3,365/year). This is based on a 100 year replacement cycle.
 - c. Estimate annualized revenue over the lifecycle of the assets (\$7,477/year).

- 2) Can the estimated cost of service be carried out under your current or anticipated future budget? If not, what would it take to do so?

Yes.

- 3) Describe any other issues that would affect your ability to provide adequate service to the annexation area, or impact service levels to existing residents/businesses of the city.

None.

Ability to Provide Adequate Public Services
Topeka Metro Bus Service

- 1) Do you currently provide service to this subdivision/immediate area?

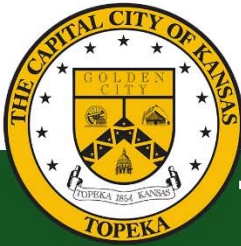
No. The closest service is 1.5 miles east at NW 25th and NW Clay, with no direct access from the proposed site.

- 2) If not, can you provide service?

Topeka Metro has no plans to provide service to this area.

- 3) What is the estimated cost of providing service to this subdivision?

A new route costs approximately \$300-500,000 annually, and were funding to become available, restoring service lost to budget cuts last year and adding service to already identified new routes which would take priority.



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, May 18, 2020

6:00PM – Municipal Building, 214 SE 8th Street, 2nd floor Council Chambers

CASE MINUTES

Members present: Brian Armstrong (Chair), Corey Dehn, Marc Fried, Wiley Kannarr, Jim Kaup, Corliss Lawson, Ariane Messina, Katrina Ringler, Matt Werner (9)

Members Absent: (0)

Staff Present: Bill Fiander, Planning & Development Director; Dan Warner, Comprehensive Planning Manager; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

A20/02 Six Zero North Subdivision (P20/09), an approximately 74-acre subdivision on property located at 3325 NW 25th Street. (Warner)

Mr. Warner reviewed the memo provided in the agenda packet, explaining that the Land Use and Growth Management Plan (LUGMP) has established a policy that the Planning Commission review annexations greater than 10 acres for consistency with growth management principles of the LUGMP. Staff's recommendation is for a finding that annexing the subject property is consistent with the Comprehensive Plan.

Hearing no concerns voiced, Mr. Kaup made a **motion** for a finding that annexing the subject property is consistent with the Comprehensive Plan. **Second** by Mr. Kannarr. **APPROVAL** (9-0-0)



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE:	October 13, 2020		
CONTACT PERSON:	Bill Fiander, Planning and Development Director	DOCUMENT #:	20/03
SECOND PARTY/SUBJECT:	A.R. El-Koubysi	PROJECT #:	N/A
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning			
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 3440 SE 29th Street from “R-1” Single Family Dwelling District to “M-2” Multiple Family Dwelling District (Z20/03)(Council District # 4)

Voting Requirements: (1) Approve Planning Commission's recommendation, 6 votes is required of the Governing Body (2) Reject or Amend Planning Commission's recommendation, 7 votes is required of the Governing Body; or (3) Remand back to Planning Commission, 6 votes is required of the Governing Body.

(Approval will allow the conversion of the existing single-family residence into a duplex and conversion of the detached garage to an accessory dwelling in the short term, and duplexes on the north two thirds of the property after the extension of SE 28th Terrace.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission's recommendation by adopting the ordinance. A minimum of 6 votes is required of the Governing Body.
2. Amend the Planning Commission's recommendation by amending the ordinance. A minimum of 7 votes is required of the Governing Body.
3. Refuse to approve the Planning Commission's recommendation by rejecting the ordinance. A minimum of 7 votes is required of the Governing Body.
4. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes is required of the Governing

Body.

POLICY ISSUE:

Whether to rezone the property from R-1 single family to M-2, multiple family.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z20/03 is a request to change the zoning of the property from "R-1" Single Family Dwelling District to "M-2" Multiple Family Dwelling District to allow conversion of the existing single family residence into a duplex and the existing detached garage into an accessory dwelling unit. In the future, the developer will extend SE 28th Terrace, which will enable him to build three new duplexes (6 units) on the north two thirds of his property.

The applicant and owner conducted a Neighborhood Information Meeting on August 20, 2020. The main concern expressed by one neighbor is the inadequate maintenance of existing duplexes in the surrounding area.

The Topeka Planning Commission recommended approval on September 21, 2020. The Planning and Development Department recommends approval as indicated in the attached staff report. The proposed zoning change will allow development of medium density, multiple family residential use and recommended for the following reasons:

- Development of the property requires extension of SW 28th Terrace and the sanitary sewer by the developer, which is not economically feasible under the current zoning.
- The Citywide Housing Market Study and Strategy supports diversification of housing stock, including duplexes and other forms of medium-density housing.
- The proposed zoning is compatible with surrounding zoning and land use, and is an appropriate transition from office and commercial zoning west of the property to the residential zoning to the north and east.
- The Land Use and Growth Management Plan-2040 supports medium density housing and mixed uses within this area.

BUDGETARY IMPACT:

The zoning change has no impact on the City's adopted budget.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Ordinance

Planning Commission Minutes - September 21, 2020

Staff Report - September 21, 2020

Aerial Map

Zoning Map

Future Land Use Map

Neighborhood Meeting letter

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____ -

ORDINANCE introduced by City Manager Brent Trout amending the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 3440 SE 29th Street from "R-1" Single Family Dwelling District to "M-2" Multiple Family Dwelling District (Z20/03)(*Council District # 4*)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That the "District Map" referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by reclassifying the following described property:

Part of the Southeast Quarter of Section 10, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Beginning at the Southeast corner of said Southeast Quarter of Section 10, Township 12 South, Range 16 East of the 6th P.M.; thence West on the South line of said Quarter Section, 813.26 feet for a place of beginning; thence North 804.81 feet; thence West 190 feet; thence South 806.40 feet; thence East 190.01 feet to place of beginning, less the South 50 feet thereof for road purposes, being also described as Tract #14 in the plat of Survey of Barstow

FROM "R-1" Single Family Dwelling District TO "M-2" Multiple Family Dwelling District

Section 2. This Ordinance Number shall be fixed upon the "District Map."

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body, City of Topeka, Kansas,
_____, 2020

ATTEST:

Michelle De La Isla, Mayor

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, September 21, 2020

6:00PM – via video conference

CASE MINUTES

Members present: Brian Armstrong (Chair), Marc Fried, Corey Dehn, Jim Kaup, Corliss Lawson, Ariane Messina, Katrina Ringler, Matt Werner (8)

Members Absent: Wiley Kannarr (1)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

Public Hearing of Z20/03 by A.M. El-Koubysi, Trustee for El-Koubysi Jana Trust, requesting to amend the district zoning map on property located at 3440 SE 29th Street from R-1 Single Family Dwelling District to M-2 Multiple Family Dwelling District to allow for conversion of the existing single family home to a duplex, as well as conversion of attached garage to use as a single family dwelling. Future development will add three duplexes on the north side of the property upon the extension of SE 28th Terrace.

Ms. Driver presented the staff report and staff recommendation of approval and stated the applicant was logged in and available for questions.

Mr. Armstrong asked what triggers the extension of 28th Terrace and what the funding mechanism will be. Ms. Driver explained that this is the first step in the process and a subsequent subdivision plat will be required. The street will need to be extended prior to building on the property to the north. Ms. Driver stated the funding could be through a benefit district or paid by the developer.

Mr. Kaup asked when public sewer connection and public water has to be accomplished. Ms. Driver verified that sewer must be extended prior to conversion of the current structures.

Mr. Fried inquired about whether access to the property needs to be or will be moved. Ms. Driver explained that both City and County traffic engineers have reviewed and the owner will be able to keep the existing driveways. Additional access to 28th Terrace will be required when that street is installed.

Mr. Ek-Koubysi was logged in and stated he had nothing to add to Ms. Driver's presentation but would take questions. There were none.

Mr. Armstrong declared the **public comment period open**. With nobody logged in to speak, he declared the **public comment period closed**.

Motion by Mr. Dehn to recommend to the Governing Body approval of the reclassification of the property from "R-1" Single Family Dwelling District to "M-2" Multiple Family Dwelling District; **second** by Mr. Fried.

APPROVED 8-0-0

**STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: Monday, September 21, 2020

APPLICATION CASE:	Z20/03 By: El-Koubysi Jana Trust
REQUESTED ACTION:	Zoning change from “R-1” Single Family Dwelling District TO “M-2” Multiple Family Dwelling District
APPLICANT / PROPERTY OWNERS:	Abdulrahman M. El-Koubysi Trustee for El-Koubysi Jana Trust
PROPERTY LOCATION / PARCEL ID:	3440 SE 29 th Street / PID: 1321004001012000
PARCEL SIZE:	3.29 acres
CASE PLANNER:	Annie Driver, AICP – Senior Current Planner
STAFF RECOMMENDATION:	Approval
RECOMMENDED MOTION:	Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property to “M-2” Multiple Family Dwelling District

PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:	The rezoning will allow the owner to develop the property for a total of 9 units. His current plans are to remodel the existing residence on the south portion into a duplex and remodel the existing detached garage into an accessory dwelling. In the future, he will develop the north portion of the property as three lots for duplexes, which will require dedication and construction of SE 28 th Terrace.
DEVELOPMENT / CASE HISTORY:	The parcel is 190’ wide X 756’ deep. The 2,078 sq. ft. single family dwelling has existed on the site since 1967. The site also contains a detached garage and storage shed. The site was annexed into the City in 1980 and has remained zoned for single-family uses since that time. The existing residence was constructed before the property was annexed into the city. The size and configuration of the property are reflective of this being a County rural residential homestead using a septic system for wastewater.
ZONING AND USE OF SURROUNDING PROPERTIES:	North: “M-1” Two-Family Dwelling District / Duplexes South: “RR-1” Residential Reserve District / Lake Shawnee

West: "PUD" Planned Unit Development (Aquarian Center) for O&-2 and C-2 uses / Retail store, dialysis clinic, and bank

East: "R-1" Single Family Dwelling District / Single family dwelling

PHOTO:

Existing residence at 3440 SE 29th Street:



Looking towards property from north side (SE Taurus Ct):



DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS:

"M-2" Multiple Family Dwelling District: This district is established to provide for the use of attached dwelling units containing three or more dwelling units, designed and intended for individual dwellings, group or community living facilities, congregate living facilities, and including townhouse, condominium or cooperative division of ownership. The location of this district is further intended to provide a transitional use between the districts of lesser and greater intensity.

"M-2" zoning: Allows multiple family dwelling buildings, as well as single- two- and three- family dwellings. Other institutional residential uses allowed in "M-2" include: Group Homes, Home Cares, Assisted Living Facilities, Medical Care Facilities (nursing homes), and Religious Assembly.

DIMENSIONAL STANDARDS:Building Setbacks:

- Front: 25 ft.
- Side: 5 ft.
- Rear: 25 ft.
- Building Separation: 6 ft.

Maximum density: The “M-2” zoning allows 15 units per acre maximum. The applicant’s proposal is within the low density realm of a gross density of 3 DUs per acre (including future street), which is acceptable and appropriate given proximity to duplexes and single family.

OFF-STREET PARKING:

Two-family dwellings require two stalls per dwelling (including garage)

OTHER FACTORS**SUBDIVISION PLAT:**

Not platted. A plat is required when the applicant extends sanitary sewer, which is needed when another dwelling unit is added to the site. At that time, dedication of the right-of-way for the extension of SE 28th Terrace is required.

**FLOOD HAZARDS, STREAM
BUFFERS:**

Not in a flood risk zone

UTILITIES:

Sewer: The existing residence has two septic systems serving the residence – one for upstairs and one for downstairs. Connection and extension of sanitary sewer is needed when an additional dwelling unit is added to the property. A building permit is required for this change of use converting the dwelling to a duplex or the garage to a dwelling unit.

Water: There is an existing 16” water main along SE 29th and an existing meter serving the subject property. Future development on the north side will likely also require an extension of an 8” main from SE 28th Terrace.

Stormwater: Plans for stormwater drainage and water quality treatment will be approved at the time of the of the subdivision plat.

TRAFFIC:

There are two driveways on SE 29th Street serving the property that will remain until such time as the owner extends SE 28th Terrace. At the time, the owner extends SE 28th Terrace, all permanent access to dwellings will be taken from SE 28th Terrace and any driveways on SE 29th will be closed.

HOUSING:

The Topeka Housing Market Study identifies the single-family home as the dominant housing type built over the past decade. The study says there is a need to diversify the housing stock to retain and attract residents. Building new missing middle development (i.e. Defined as mid-size housing of 3- 20 units) helps diversity the housing stock.

HISTORIC PROPERTIES:

There are not any listed properties or districts within proximity to the site.

NEIGHBORHOOD MEETING:

The applicant conducted a neighborhood information meeting on August 20, 2020 at 6:00 pm via a Zoom Video Conference. A resident owning a property on Flora Court, outside the notification radius, attended the meeting. There was difficulty accessing the meeting, but the applicant indicated he had not received anyone else requesting to attend the meeting except the one resident on Flora Ct. This resident expressed concerns about the lack of maintenance of the existing duplexes in the neighborhood. The applicant's meeting summary is attached.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES**PUBLIC WORKS/ENGINEERING:**

Plans for public sanitary sewer and public water extensions will be submitted to the City Engineer at the time site development. Stormwater drainage will be reviewed when the property is platted to allow for the additional lots.

FIRE:

No issues expressed with rezoning. The extension of a SE 28th Terrace exceeding 150 ft. dead-end will require a temporary turnaround. Future plans will be reviewed and approved by the Fire Department.

DEVELOPMENT SERVICES:

Building Permits are required to convert the single-family dwelling into a duplex and the detached garage into a dwelling.

KEY DATES**APPLICATION DEADLINE:**

August 7, 2020

**NEIGHBORHOOD INFORMATION
MEETING:**

August 20, 2020

LEGAL NOTICE PUBLICATION:

August 26, 2020

PROPERTY OWNER NOTICE:

August 28, 2020

STAFF ANALYSIS

As a zoning case Planning staff have reviewed the case relative to the required findings and conclusions in Topeka Municipal Code Section 18.245 (Findings and conclusions reflect the "golden factors" per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court).

CHARACTER OF NEIGHBORHOOD: The subject site is located near the commercial intersection of two arterial streets (SE Croco and SE 29th Street). The surrounding area contains a mix of commercial businesses along the north side of SE 29th Street, including retail, office, medical and dining establishments and at the southwest intersection of 29th and Croco. The surrounding area is characterized by Lake Shawnee and the recreational fields, parks, and trail system near the site along the south side of SE 29th Street. Residential uses in the area consist primarily of single family dwellings

and duplexes north of the site that were developed near 2000. There are vacant platted lots, zoned R-1 and M-1, north of the subject site that are not yet developed. The land immediately to the west is platted and zoned for office uses under the PUD. A dental clinic was recently constructed on SE 28th Terrace west of the site. SE 28th Terrace terminates at the property's west boundary line and it is expected the street will be extended as the subject property and adjacent property develop. The proposed development is anticipated to fit the character of the surrounding neighborhood.

THE ZONING AND USE OF PROPERTIES NEARBY: The zoning and land use of the surrounding properties to the north is single- and two- family residential (R-1 and M-1 zoning) and contains duplexes, single-family dwellings, and vacant lots. Adjacent property and nearby properties are zoned "PUD" and intended for commercial uses including a mix of retail, office, and dining establishments. The property immediately east contains three acres and is another rural residential home site that was built near the same time as the dwelling on the subject property. The proposed M-2 zoning is an appropriate transition from office and commercial zoning south and west of the property to the single-family and two-family residential zoning (M-1, R-1, and PUD R-1) north of the subject property.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has been zoned "R-1" Single Family Dwelling District since the time it was annexed around 1980. Prior to that, it was assigned the appropriate County rural residential single-family zoning classification. The single-family residence on the property was constructed in 1967 and has existed since that time.

CONFORMANCE TO COMPREHENSIVE PLAN: The subject property is located in an area on the future land use map of the Land Use and Growth Management Plan that is near a "Mixed Use Node" designation. (i.e. the Node designation on the map is general and not intended to exactly represent all properties contained within the Node.) "Mixed Use Nodes" are designated at or close to arterial street intersections where only two or fewer corners are zoned or developed for commercial uses, such as this intersection of SE 29th and Croco. These nodal areas may display characteristics, such as vacant buildings and underdeveloped land, surrounding the node. The plan supports redevelopment or new development of these properties by mixing uses, including residential, with the higher intensity uses being located closer to the arterial intersection corner.

The intersection of SE Croco and SE 29th follows these "Mixed Use Nodal" principles. Lake Shawnee (SW corner) and Meadowview Subdivision (NE corner) are residential and that is not planned and expected to change in the future. The opposite corners of the arterial intersection are primarily commercial. This subject property sits at a location where commercial uses to the west front and strip out along SE 29th Street, which is not a desirable land use pattern for commercial uses. This area is designated "Strip Commercial" on the Future Land Use Map. New curb cuts on the arterial street are not desirable within these areas shown as "Strip Commercial". Future lots should take access off the interior SE 28th Terrace when it is extended. There is lower density residential housing (single-family, two-family dwellings) on the north side of the subject property. The proposed "M-2" zoning on the subject property allows an appropriate development pattern within "Mixed Use Nodes" by providing a transition from the commercial uses nearer the intersection. Therefore, the proposal is in conformance to the Comprehensive Plan.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The subject property is no longer suitable as zoned "R-1" Single Family Dwelling District. The single-family dwelling zoning pre-dated the property's annexation into the city limits. The house was constructed on the three acre parcel when the property was in the County and served, and continues to be served, with a septic tank and lateral field. At that time, the surrounding property to the west, north, and east were not developed at an urban density. A medium density residential zoning on the parcel is ideally situated for residents to make use of surrounding commercial development and the parks/open space uses in the area upon the extension of SE 28th Terrace.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: There would appear to be no detrimental effects upon nearby properties by a rezoning to allow "M-2" zoning, which allows a desirable pattern of land use near the intersection of SE 29th and Croco. If developed with additional lots, this zoning district enables new residents in the area to take advantage of the commercial and recreational

uses near the site. In reality, the proposed density of this applicant's particular project is roughly 3 DUs/acre and is considered low density and similar to the density of surrounding housing, although the M-2 zoning will allow for higher density development. A nearby homeowner expressed concerns about the lack of maintenance of existing duplex rental units in the neighborhood, which is a common perceived negative effect with the addition of multiple-family to a neighborhood. The "M-1" zoning district does allow duplexes to be split and each unit sold if platted in that manner, although the owner is not required by the zoning to do such.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: The owner has to extend sanitary sewer, water, dedicate right-of-way, and build a significant segment of street to fully utilize the property. Developing the property under the current R-1 zoning restrictions is likely not economically feasible because of the substantial investment in infrastructure that is required. The added density is necessary to make the project viable for the owner. The proposed rezoning and development is anticipated to have little, if any, negative impacts. Therefore, the public has little or nothing to gain by denial of the proposed zoning change.

AVAILABILITY OF PUBLIC SERVICES: Utilities are available and will be extended at the expense of the developer at the time of site development.

STAFF RECOMMENDATION:

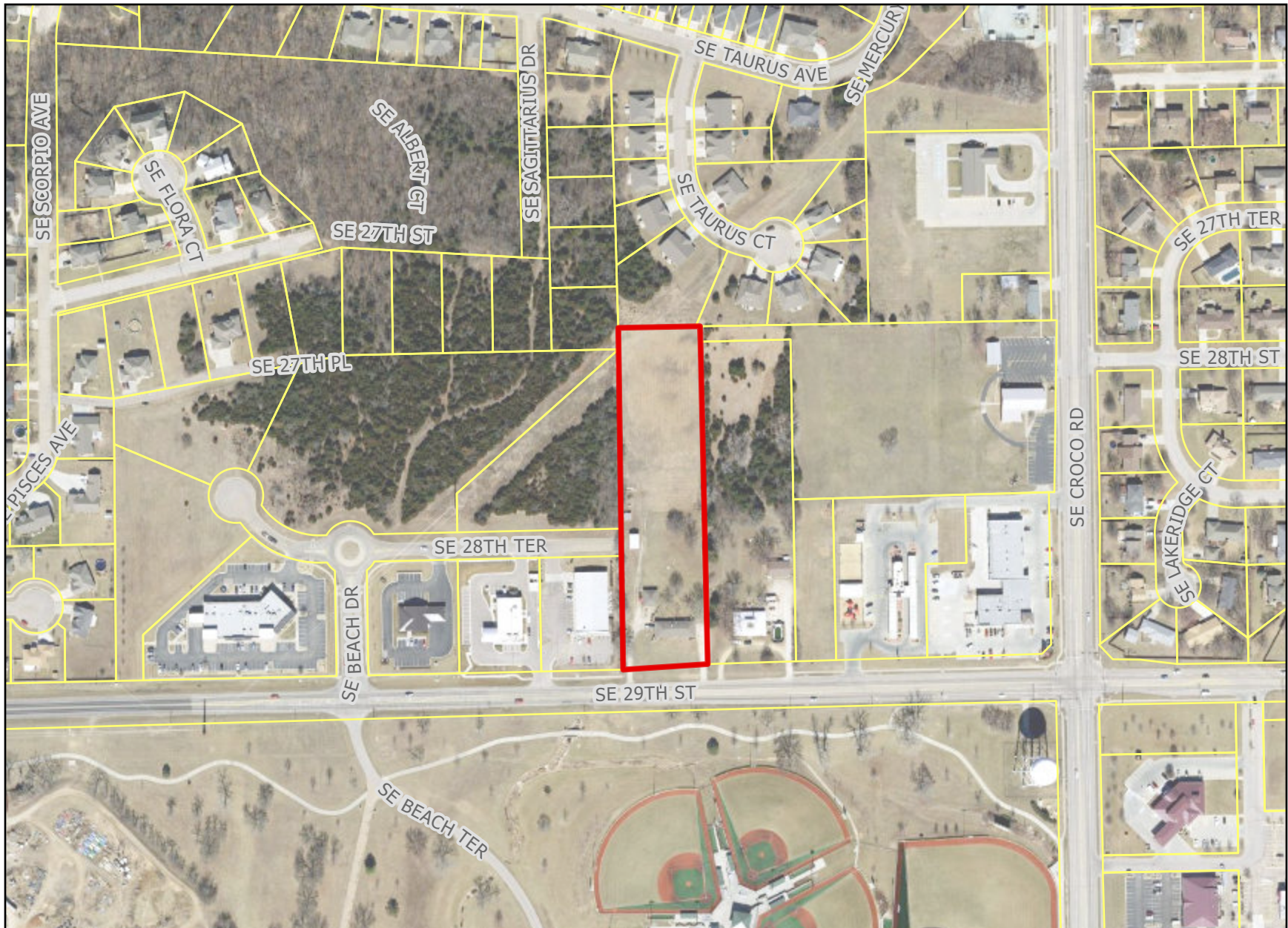
RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends approval of the zoning reclassification from "R-1" Single Family Dwelling District to "M-2" Multiple Family Dwelling District.

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property from "R-1" Single Family Dwelling District to "M-2" Multiple Family Dwelling District

Exhibits:

Aerial map
Zoning map
Future land use map
Neighborhood Meeting Summary & Attendance

Z20/03 By: El-Koubysi Jana Trust

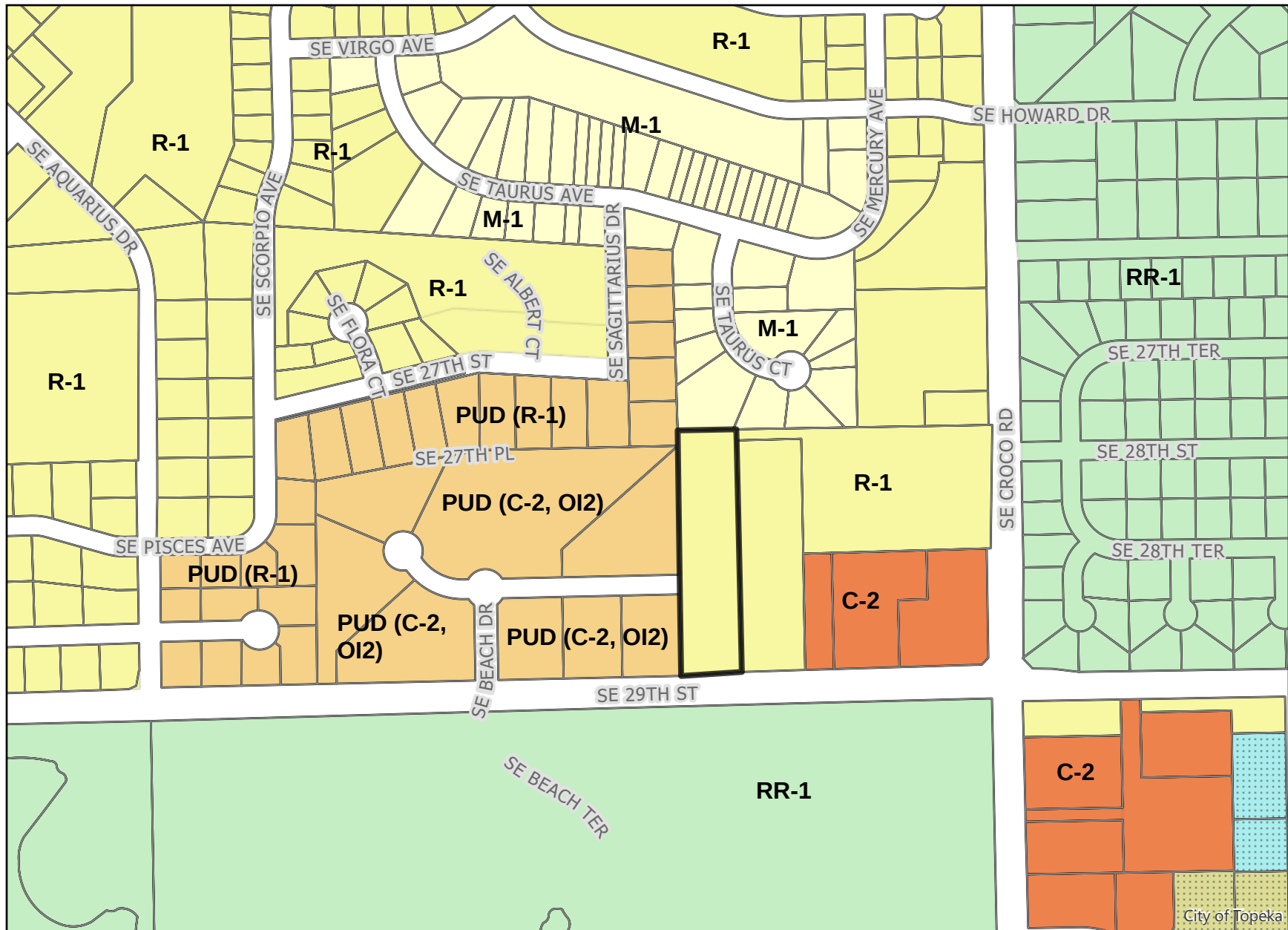


City of Topeka
Planning and Development
Department



Subject Property

Z20/3 By: A.R. El - Koubysi Jana Trust (Zoning Map)



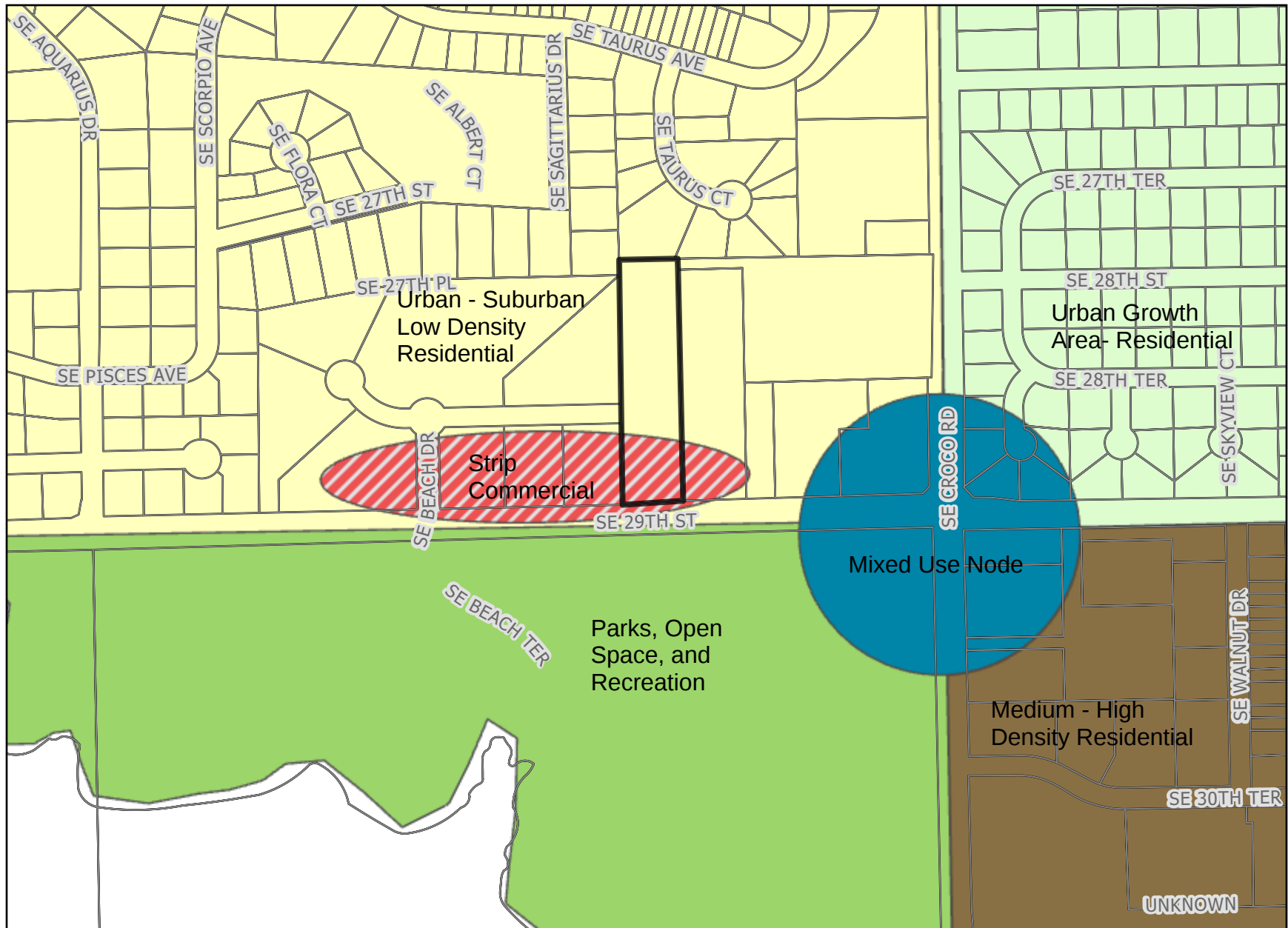
City of Topeka
Planning and Development
Department

Legend

 Subject Property

City of Topeka

Z20/3 By: A.R. El - Koubysi Jana Trust (Future Land Use)



City of Topeka
Planning and Development
Department

Legend

 Subject Property

A.R. El-Koubysi
3933 SE 37th St
Topeka, KS 66605

Aug 21, 2020

RE: Neighborhood Information Meeting summary for rezoning application
at 3440 SE 29th st, Topeka KS 66605 (Z20/03 by A. El-Koubysi, Trustee for El-Kioubysi Jana Trust)

The meeting was held via ZOOM starting at 6pm Aug 20, 2020 and concluded
at 635pm.

Attendees:

A.R. El-Koubysi, applicant

Ms. Judy Scherff, 2640 SE FLORA CT, Topeka, KS 66605

Ms. Annie Driver, Topeka planning and Development 620 SE Madison/ Unit
11 Topeka, KS 66607

Ms. Annie Driver started the meeting by providing a brief introduction
to the process.

A.R. El-Koubysi provided information on location of property and reason
for requesting the zoning change from R1 to M2.

Ms. Judy Scherff major concern with Duplex buildings in general is that
they are typically not owner occupied and how some renters can possibly
cause damage to the property over time. She did not have issue with
duplexes on this particular property because they were not close to
where she lives on FLORA CT.

Ms. Annie Driver explained that this application is for rezoning only
and that during the plat process (which is a separate application)
specific issues such as building types and other issues are discussed
before plat process is completed.

The meeting concluded at approximately 635pm.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Bill Fiander DOCUMENT #: Z20/04
SECOND PARTY/SUBJECT: SBB Engineering LLC. PROJECT #: N/A
CATEGORY/SUBCATEGORY 014 Ordinances – Non-Codified / 007 Zoning
CIP PROJECT: No
ACTION OF COUNCIL: JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 700 SW Washburn Avenue from “M-3” Multiple Family Dwelling District TO “MS-1” Medical Services District. (Z20/04) (Council District No. 1)

Voting Requirements: (1) Approve Planning Commission's recommendation, 6 votes is required of the Governing Body (2) Reject or Amend Planning Commission's recommendation, 7 votes is required of the Governing Body; or (3) Remand back to Planning Commission, 6 votes is required of the Governing Body.

(Approval will allow development of an internal-use pharmacy for the Cancer Center.)

VOTING REQUIREMENTS:

1. Approve the Planning Commission's recommendation. A minimum of 6 votes is required.
2. Amend the Planning Commission's recommendation. A minimum of 7 votes is required.
3. Refuse to approve the Planning Commission's recommendation. A minimum of 7 votes is required.
4. Remand to the Planning Commission for further consideration, with a statement specifying the basis for the governing body's failure to approve or disapprove. A minimum of 6 votes is required.

POLICY ISSUE:

Whether to approve the rezoning for an internal-use pharmacy for the Cancer Center.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to adopt the ordinance.

BACKGROUND:

Z20/04 is a request to change the zoning of the property from "M-3" Multiple Family Dwelling District TO "MS-1" Medical Services District to allow for redevelopment of the property for an internal-use pharmacy for the existing Cancer Center. The pharmacy will connect to the Cancer Center by an enclosed corridor.

There are no significant issues associated with the proposed Medical Services zoning. The site occupies less than one half acre of a 3.2 acre block, with the balance of the block currently zoned MS-1.

The proposed MS-1 zoning is compatible with zoning and land use to the west and north. The Site is not well suited to its current M-3 multi-family residential zoning.

The proposed zoning is consistent with the Old Town Neighborhood Plan which designates the block as Medical Services. Conversion of land use to medical and related uses is anticipated by the plan.

The Planning Commission recommended approval of the proposed zoning at the September 21, 2020 public hearing by a vote of 8-0-0. The Planning and Development Department recommends approval per the attached staff report.

BUDGETARY IMPACT:

Approval of the zoning change has no impact on the City's budget.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Ordinance Z20/04

Planning Commission Meeting Minutes Z20/04- September 21, 2020

Staff Report Z20/04

Aerial Map Z20/04

Zoning Map Z20/04

Future Land Use Map Z20/04

(Published in the Topeka Metro News _____)

ORDINANCE NO. _____ -

ORDINANCE introduced by City Manager Brent Trout amending the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code, by providing for certain changes in zoning on property located at 700 SW Washburn Avenue from “M-3” Multiple Family Dwelling District TO “MS-1” Medical Services District. (Z20/04) (Council District No. 1)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS:

Section 1. That the “District Map” referred to and made a part of the Zoning Ordinances by Section 18.50.050 of the Topeka Municipal Code (TMC), be, and the same is hereby amended, by reclassifying the following described property:

Lots 218, 220, 222, 224, and 226, Corrected Plat of Horne’s Second Addition, Topeka, Shawnee County, Kansas

FROM “M-3” Multiple Family Dwelling District TO “MS-1” Medical Services District.

Section 2. This Ordinance Number shall be fixed upon the “District Map.”

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

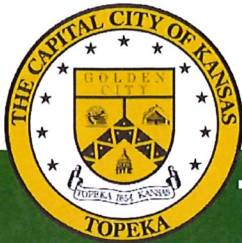
Section 4. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body, City of Topeka, Kansas,
_____, 2020

Michelle De La Isla, Mayor

ATTEST:

Brenda Younger, City Clerk



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, September 21, 2020

6:00PM – via video conference

FILE COPY

CASE MINUTES

Members present: Brian Armstrong (Chair), Marc Fried, Corey Dehn, Jim Kaup, Corliss Lawson, Ariane Messina, Katrina Ringler, Matt Werner (8)

Members Absent: Wiley Kannarr (1)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

Public Hearing of Z20/04 by Stormont-Vail Healthcare, Inc. requesting to amend the district zoning map on property located at 700 SW Washburn Avenue from M-3 Multiple Family Dwelling District to MS-1 Medical Service District to allow for Cotton O'Neil Cancer Center Pharmacy Addition.

Mr. Hall presented the staff report and staff recommendation of approval.

Maria Kutina with HTK Architects was logged in representing the applicant. Ms. Kutina explained that Stormont-Vail is unable to meet federal regulations regarding the mixing of hazardous drugs (chemotherapy) in their current facility, thus the need for this new facility.

Mr. Armstrong declared the **public comment period open**. With nobody logged in to speak, he declared the **public comment period closed**.

Ms. Ringler stated that the proposal seems consistent and she has no concerns or questions. Mr. Armstrong agreed.

Motion by Ms. Lawson to recommend to the Governing Body approval of the reclassification of the property from "M-3" Multiple Family Dwelling District to "MS-1" Medical Service District; **second** by Mr. Dehn. **APPROVED** 8-0-0

**STAFF REPORT – ZONING CASE
TOPEKA PLANNING DEPARTMENT**

PLANNING COMMISSION DATE: Monday, September 21, 2020

APPLICATION CASE: Z20/04 Stormont Vail Healthcare, Inc.

REQUESTED ACTION: Zoning change from “M-3” Multiple Family Dwelling District to “MS-1” Medical Service District

APPLICANT / PROPERTY OWNERS: Stormont Vail Healthcare Inc / Keith Griffin

APPLICANT REPRESENTATIVE: Joshua Bielinski, PE SBB Engineering

STAFF: Melissa Fahrenbruch –Current Planner

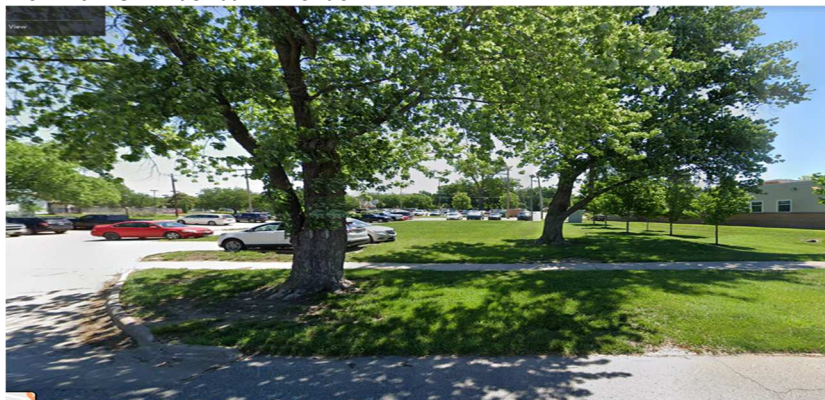
PROPERTY LOCATION / PARCEL ID: 700 SW WASHBURN AVE/ PID: 0973601017002000

PARCEL SIZE: 0.43 acres

RECOMMENDATION: **APPROVAL**

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property from “M-3” Multiple Family Dwelling District to “MS-1” Medical Service District.

PHOTOS: **View from SW Washburn Avenue:**



View from SW 7th Street and SW Washburn Avenue:



PROJECT AND SITE INFORMATION

PROPOSED USE / SUMMARY:

The proposed zoning change to MS-1 will allow owner Stormont Vail Healthcare Inc. to build an internal-use pharmacy for the Cancer Center connecting it to the Cancer Center by a hallway. Planning staff have reviewed a site plan and other plans for the project. Planning Commission's recommendation on the zoning change is required prior to building permit application. City Council approval of zoning change is required prior to issuance of permits. (SPR 20/15)

DEVELOPMENT / CASE HISTORY:

Z82/28 – The site was rezoned from “C” Two Family Dwelling District to “D & O” Multiple Family and Office in 1982. Z85/31 – Was rezoned from “D & O” classification to “E” Multiple Family dwelling district in 1985. The one residential structure with detached garage was demolished to build a 31 unit apartment building with related 34 parking spaces in 1985. (“E” Multiple Family dwelling district converted to “M-1” in zoning code change.) The apartment building was demolished in 2016.

ZONING AND USE OF SURROUNDING PROPERTIES:

North: “M-1” Two Family Dwelling District/ Single family residence according to Shawnee County.

South: “MS-1” Medical Service District/ Cotton O'Neil Cancer Center

West: “O&I-2” Office and Institutional District/ Kansas Rehabilitation Hospital, a joint venture of Encompass Health and Stormont Vail Health

East: “MS-1” Medical Service District/ Parking Lot for Cancer Center

DEVELOPMENT STANDARDS AND POLICIES

PURPOSE, USE STANDARDS:	<i>“MS-1” Medical Service District: This district is established to provide for the location and use of a regional medical center together with related medical facilities and supporting ancillary service uses, including residential dwellings. It is not the purpose nor the intention of this zoning district to preclude the similar use of land or buildings as provided herein from other districts as may be permitted by this division.</i>
DIMENSIONAL STANDARDS:	Front/Rear building setbacks: 25’ – Compliant Side building setbacks: 5’ for a building up to 50’ in height and 10’ for buildings taller than 50’ in height – Compliant The maximum building coverage allowed is 80% - Compliant (includes new construction as proposed.) The maximum density permitted is 15 DUs per acre - N/A The maximum building height allowed is 160 ft.- Compliant
OFF-STREET PARKING:	<i>“MS-1” District: Standard for “Professional Offices- Medical...Clinics” of 1 per 300 square feet of floor area applies (TMC 18.240). No additional parking will be required. The site has adequate off-street parking.</i>
OTHER DESIGN GUIDELINES AND CONSIDERATIONS:	TMC 18.235 Landscape Regulations apply. TMC 18.275 Nonresidential Design is exempt and alternative compliance will apply.
SIGNAGE:	Signage will be permitted subject to Title18 Division 2 Sign Code for “MS-1” zoning. Subject to TMC18.10.110 and permits are required for most signs.

OTHER FACTORS

SUBDIVISION PLAT:	Lots 218-220-222-224-226, Corrected Plat of Horne’s 2 nd Addition.
FLOOD HAZARDS, STREAM BUFFERS:	None
UTILITIES:	There is a 6” water main along SW Washburn Ave and a 12” main along SW 7 th St is available. A 27” sanitary sewer main is already serving the site.
TRAFFIC/TRANSPORTATION:	The site has access to public transit and bikeway system via SW 6 th Ave and SW 8 th Ave. A sidewalk along Washburn Ave and 7 th St to provide pedestrian access to medical services.
HOUSING:	Not applicable

HISTORIC PROPERTIES: Not applicable

NEIGHBORHOOD MEETING: Not required.

REVIEW COMMENTS BY CITY DEPARTMENTS AND EXTERNAL AGENCIES

PUBLIC WORKS/ENGINEERING: None

FIRE: The Topeka Fire Department may have additional comments or requirements as the project development progresses. The Fire Department inspectors will review plans upon Building Permit submittal.

DEVELOPMENT SERVICES: Development Services will review construction plans upon submittal for the application for the Building Permit.

COX COMMUNITIONS: Cox will need a 2" conduit from inside communications room to outside easement location. This will allow entry into the building for communication service.

KEY DATES

SUBMITTAL: August 7, 2020

NEIGHBORHOOD INFORMATION MEETING: Not required at discretion of department.

LEGAL NOTICE PUBLICATION: August 31, 2020

PROPERTY OWNER NOTICE: August 28, 2020

STAFF ANALYSIS

As a zoning case Planning staff have reviewed the case relative to the required findings and conclusions in Topeka Municipal Code Section 18.245 (Findings and conclusions reflect the "golden factors" per Donald Golden v. City of Overland Park, 1978 Kansas Supreme Court).

CHARACTER OF NEIGHBORHOOD: The surrounding area is characterized by medical services, office and institutional uses and multifamily housing. The site is located at the intersection of SW Washburn Avenue and SW 7th Street (collector and local street respectively). The surrounding medical use buildings are brick and stucco facades, in a generally contemporary style. The adjacent residential buildings are more traditional with front porches and parking mostly along the alleys.

Washburn is a one-way street with south bound traffic. Stormont Vail Hospital & Trauma Center is located southwest along SW Washburn and the University of Kansas Health System St. Francis Campus-Intensive care unit is one block

northwest on SW 6th Ave. The site has access to public transit and bikeways on SW 6th Avenue and SW 8th Avenue. The site has pedestrian access to medical services on the west and north sides by sidewalks. The development allowed will not substantially alter the physical character of the neighborhood.

THE ZONING AND USE OF PROPERTIES NEARBY: The property to the west is zoned “O&I-2” Office and Institutional District and contains Kansas Rehabilitation Hospital, a joint venture of Encompass Health and Stormont Vail Health, as well as parking. The proposed internal-use pharmacy building will connect to the property directly south and east, which is zoned “MS-1” Medical Service District and is the Cotton O’Neil Cancer Center with parking. The properties to the north and directly across the street from the subject property are zoned “M-1” Two Family Dwelling District/ and consist of single family homes. The proposed zoning is compatible with the surrounding “MS-1”, “O&I-2”, and “M-1” zoning and uses.

LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION: The subject property has remained zoned for Residential uses in its various forms over the years since platted 1889. The one residential structure with detached garage was demolished to build a 31-unit apartment building with related 34 parking spaces in 1985. The apartment building was demolished and has been vacant with existing parking lot since 2016.

CONFORMANCE TO COMPREHENSIVE PLAN: The subject property is located in the Oldtown Neighborhood Plan, an element of the Comprehensive Plan, which was intended to accommodate the properties in the “Medical Services District” established between the west side of Mulvane Avenue and the west side of Washburn Avenue. The area between Washburn and the alley east of Lane is in transition and anticipated to be converting to medical related uses (Pg. 17).

The plan indicates that this “Medical Services District” may not entirely consist of medical related uses. Uses such as multiple family residential, neighborhood commercial, and office are also anticipated to make up the District (Pg. 17). The subject property would be compatible with the “Medical Services District” indicated in the plan, as it suggests expansion of Medical Services use should occur first and foremost within the Boundary of the District... (Pg. 17). For these stated reasons, the proposed use is in conformance with the policies of the Comprehensive Plan and Future Land Use Map.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES OF WHICH IT HAS BEEN RESTRICTED: The subject property has remained vacant since at least 2016. Under its current M-3 zoning the property is restricted to multiple family residential and a narrow range of limited office and institutional uses. The small size of the property (.43 acre) also limits how the property can be used. The property is not well-suited to its current zoning because it is surrounded by “MS-1” zoning on two-sides within the same parcel.

THE EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTIES: The change in zoning to MS-1 will allow the owner to provide off-street parking and build the proposed internal-use pharmacy for Cotton O’Neil Cancer Center which has operated at its location for many years without reported problems. Additionally, the use of existing parking or another use permitted under the proposed zoning has required an approved site and landscape plan with property setbacks, buffer yards, and landscaping to protect neighboring owners and residents from the potential negative effects of development.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE OWNER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNER: Denial of the proposed “MS-1” zoning would impose a hardship upon the individual landowner because it would not allow construction of the pharmacy for the Cancer Center use. *A thriving medical district is an essential ingredient in our regional economy that depends very much on a healthy surrounding neighborhood* (Pg. 17). Alternatively, there is a gain to the public health, safety and welfare by rezoning to allow for the Cancer Center to build the pharmacy.

AVAILABILITY OF PUBLIC SERVICES: Utilities are available and serve the property.

STAFF RECOMMENDATION:

RECOMMENDATION: Based on the above findings and analysis Planning Staff recommends approval of the zoning reclassification from “M-3” Multiple Family Dwelling District to “MS-1” Medical Service District.

RECOMMENDED MOTION: Based on the findings and analysis in the staff report I move to recommend to the Governing Body approval of the reclassification of the property from “M-3” Multiple Family Dwelling District to “MS-1” Medical Service District.

Exhibits:

Aerial map
Zoning map
Future land use map

Z20/04 Stormont Vail Inc.



City of Topeka
Planning and Development
Department



Subject Property

Z20-04 Stormont Vail Inc. Zoning Map



City of Topeka

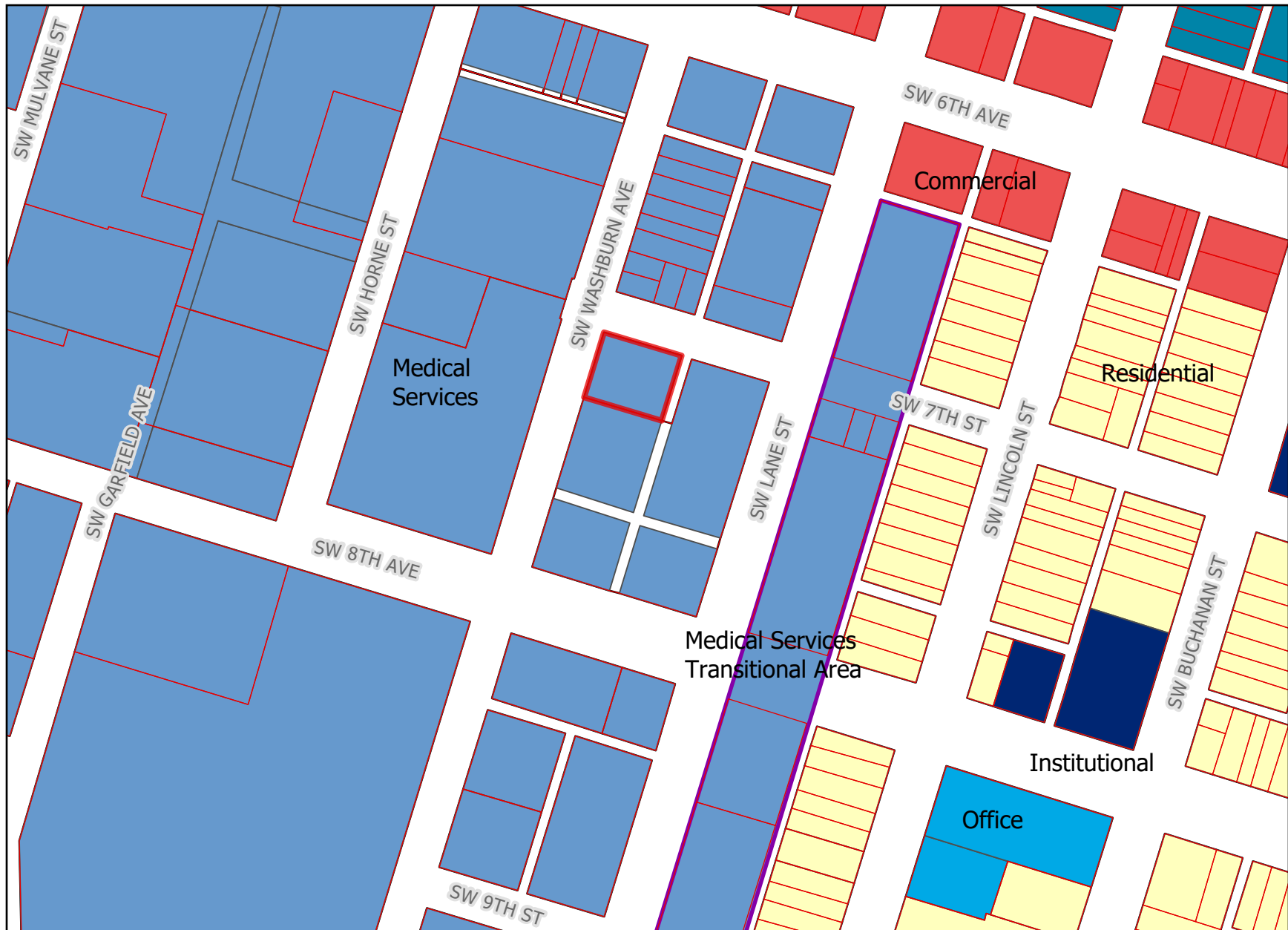


City of Topeka
Planning and Development
Department

Legend

 Subject Property

Z20-04 Stormont Vail Inc.- Oldtown Future Land Use Map



City of Topeka
Planning and Development
Department

Subject Property



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE:	October 13, 2020		
CONTACT PERSON:	Bill Fiander, Planning and Development Director	DOCUMENT #:	P20/15
SECOND PARTY/SUBJECT:	Angela Sharp, Bartlett and West	PROJECT #:	N/A
CATEGORY/SUBCATEGORY	017 Plats/002 Final		
CIP PROJECT:	No		
ACTION OF COUNCIL:		JOURNAL #:	
		PAGE #:	

DOCUMENT DESCRIPTION:

ACCEPTANCE of Land Dedications in the Final Plat for Timber Ridge Subdivision No. 2 located generally at the southeast intersection of SW Timber Ridge Lane and SW 53rd Street, the centerline of the tract being approximately 1,000 feet south of SW 53rd Street along the east side of SW Timber Ridge Lane, all being within the City of Topeka Urban Growth Area and three mile extraterritorial jurisdiction and within unincorporated Shawnee County, Kansas. (P20/15)

Voting Requirements: At least six (6) votes of the Governing Body is required.

(Approval will facilitate the addition of 10 single family lots to the existing subdivision.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Whether to accept the dedications of land for public purposes (i.e. easements and rights of way).

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the acceptance of the land dedications identified in the final plat for Timber Ridge Subdivision No. 2.

BACKGROUND:

This request is a final plat for ten additional single-family residential lots on six acres achieved by subdividing Lot 10 of the original Timber Ridge Subdivision. Lot 10 was originally planned in 1990 for a sewage treatment

lagoon. A treatment lagoon became unnecessary because of the extension of the sanitary sewer interceptor that enabled Timber Ridge to connect to City sewer. .

The Planning Commission approved the plat on September 21, 2020. Before the plat can be recorded, the Governing Body must take action to accept the dedications of land for public purposes identified in the plat.

BUDGETARY IMPACT:

There is no budgetary impact to the City.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Planning Commission Minutes - September 21, 2020

Staff Report - September 21, 2020

Aerial Map

Urban Growth Area Map

Preliminary Plat Timber Ridge No. 2

Final Plat Timber Ridge No. 2



CITY OF
TOPEKA

TOPEKA PLANNING COMMISSION

Monday, September 21, 2020

6:00PM – via video conference

CASE MINUTES

Members present: Brian Armstrong (Chair), Marc Fried, Corey Dehn, Jim Kaup, Corliss Lawson, Ariane Messina, Katrina Ringler, Matt Werner (8)

Members Absent: Wiley Kannarr (1)

Staff Present: Bill Fiander, Planning & Development Director; Mike Hall, Current Planning Manager; Annie Driver, Planner; Kris Wagers, Administrative Officer; Mary Feighny, Legal

Mr. Armstrong reminded all that he would be abstaining from the next case.

Mr. Armstrong turned the meeting over to Vice-Chair Fried and proceeded to mute his audio and video feed.

Mr. Fried called the next case.

P20/15 Timber Ridge Subdivision #2 (preliminary/final plat phase) is a 6.08 acre tract for ten lots generally located at the southeast intersection of SW 53rd Street and SW Timber Ridge Lane, the center of the tract being approximately 1,000 feet south of SW 53rd Street along the east side of SW Timber Ridge Lane, all being within the City of Topeka three mile extraterritorial jurisdiction and within unincorporated Shawnee County, Kansas.

Ms. Driver presented the staff report and staff recommendation of approval and stated the applicant was logged in and available for questions.

Mr. Kaup asked about the property's proximity to the city limits and what the current plat allows. Ms. Driver clarified that the re-plat adds 10 lots plus the cul-de-sac.

Angela Sharp of Bartlett & West was logged on and spoke representing the applicant. Ms. Sharp explained that the developer has owned the property for decades and development has increased since an inter-local agreement between the City, USD 437 and his development company regarding sanitary sewer.

With no questions from the commission, there was a **Motion** by Mr. Dehn to recommend to the Governing Body approval of the Preliminary and Final Plat phases for Timber Ridge Subdivision #2, subject to the conditions listed in the staff report; **second** by Mr. Werner. **APPROVED** 7-0-1 with Mr. Armstrong abstaining

SUBDIVISION REPORT

CITY OF TOPEKA PLANNING DEPARTMENT

PLANNING COMMISSION DATE:
Monday, September 21, 2020

Preliminary Plat Phase

Preliminary and Final Plat Phase

Final Plat Phase

NAME: Timber Ridge Subdivision #2 - [P20/15]

OWNER/DEVELOPER: Dultmeier – Rollenhagen LLC

ENGINEER/SURVEYOR: Bartlett and West (Angela Sharp, P.E.)

CASE PLANNER: Annie Driver, AICP, Senior Current Planner

GENERAL LOCATION: The center of the tract being approximately 1300' south of SW 53rd Street along the east side of SW Timber Ridge Lane, more generally located near the southeast intersection of SW 53rd and SW Wanamaker Road.

PARCEL ID NUMBERS: 1483300001002140

JURISDICTION: Class "C" subdivision within the three-mile extra territorial jurisdiction (ETJ) of the City of Topeka not contiguous to the city limits, but contained inside the City's Urban Growth Area (UGA).

ANNEXATION: The proposed plat is located in Tier 3 of the Urban Growth Area. Tier 3 areas are generally not ready for annexation because they lack one or more of the five basic urban services and are not contiguous to the City limits. However, City Code requires annexation prior to receiving sanitary sewer.

An exception is allowed if the City has previously agreed to provide sewer service to the property owner and a consent to annexation is provided. The developer of Timber Ridge entered into an agreement to participate in the cost to extend sanitary sewer when the City/USD 437 adopted an Interlocal Agreement in 2008 to construct the Southwest Interceptor that would serve Washburn Rural High School. This interceptor, built around 2009-2010, enabled Timber Ridge (platted 1990) to develop upon connection to the City's sewer system. This lot was originally platted for a private sewage lagoon that would serve the subdivision; this lagoon system was unnecessary because of the interceptor and was never constructed. A consent to annexation note has been added to the plat.

Area	# of Lots	Density	Proposed Land Use	Zoning
6.08 acres	10 new lots (0.21 to 0.9 acre lot sizes)	1.6 DUs per acre	Single Family Residential	"RR-1" Residential Reserve District

Pending Zoning Case: N/A

Design: The subject plat is irregular in shape measuring approximately 298' X 412' with its longest measurement running parallel with SW Timber Ridge Lane. The purpose is to replat Lot 9, Block A into 10 lots. The originally created lot was for a sewage treatment lagoon. The plat proposes access to Lots 1-7 from SE 55th Street (cul-de-sac). Lots 8-10 have access from SW Timber Ridge Lane. A stream buffer easement is provided on Lot 10 for the Type II stream that crosses this lot. The final plat provides public easements as required for stormwater, sanitary sewer and other public utilities.

BACKGROUND: Timber Ridge Subdivision was platted and approved in 1990, but did not start developing until 2012 after construction of the sewer interceptor. A preliminary plat for Timber Ridge Subdivision was approved by the Planning Commission at this time that also included an additional 38 acres of presently undeveloped land to the south and not yet final platted. The preliminary plat is being honored for the additional land to the south as the owner has a vested right to develop this land.

SERVICES AND FACILITIES:

1. **WATER SERVICE:** Rural Water District # 3 by means of connection to an existing 6" water main located along SW Timber Ridge Lane and extension of a 6" water main along SW 55th Street.
2. **SEWAGE DISPOSAL:** City of Topeka by means of connection to an existing 8" sanitary sewer main located along SW Timber Ridge Lane and extension of an 8" main along SW 55th Street.
3. **WASTEWATER PLAN SERVICE AREA:** The property is located within the Primary Urban Service Area as reflected by the Land Use and Growth Management Plan (2040), which requires connection to sanitary sewer unless a waiver is granted. The proposal is in compliance with said plan.
4. **DRAINAGE CONDITIONS:** The Stormwater Management Report as submitted by the Consultant to the City of Topeka Department of Utilities has been approved per memo dated September 10, 2020. Easements are added to the plat for the stormwater management facility and drainage channel.
5. **STREET PLAN/ACCESS:** The preliminary street plans for the extensions of SW Timber Ridge Lane and SW 55th Street as submitted by the developer to the Shawnee County Public Works Department have been approved by that department. The street improvement project will be completed upon the developer petitioning the County Commission for approval of a benefit district. The plat proposes to extend SW Timber Ridge Lane to the south boundary and terminate in a temporary turnaround until extended as approved by the original Timber Ridge Subdivision preliminary plat (approved 1990). Sidewalks will be provided along street frontages as lots are developed.
6. **FIRE DISTRICT:** Mission Township Fire expressed no concerns with the plat. Fire hydrants will be provided as needed with water main extensions.
7. **STREAM BUFFER:** The subdivision is impacted by a Type II stream buffer crossing the mid-section and southern portions of the property (Lot 10). The developer has complied with the City of Topeka stream buffer regulations as required by TMC 18.40.150 of the subdivision regulations and has dedicated appropriate Type II stream buffer easements on the plat for the stream and streamside area.
8. **SCHOOL DISTRICT:** USD No. 437 – Auburn- Washburn Rural
9. **PARKS/OPEN SPACE:** The subject property is located within Parkland Fee District #6 – Southwest. A fee of \$300 will be collected for each new unit by Shawnee County at the time of building permit issuance.

WAIVER/VARIANCE TO STANDARDS: Pursuant to TMC 18.40.050(c), a variance will need to be granted with the approval of Timber Ridge Subdivision regarding the length of dead-end street exceeding 500 ft. for Timber Ridge Lane from SW 55th Street to its dead-end at the south boundary until extended. Planning staff is supportive of this variance as the street was dedicated in this original configuration and the change increases the overall density on the dead-end by only three new lots. The total number of lots taking access from this dead-end is under 10 lots, which is well below the accepted standard (i.e. 20 lots on a dead-end street).

CAPITAL IMPROVEMENT PLAN (CIP): There are no County projects in the Shawnee County CIP for SW 53rd Street.

CONFORMANCE TO COMPREHENSIVE PLAN: The proposed subdivision is located inside Tier 3 of the Urban Growth Area as reflected by the Land Use and Growth Management Plan (LUGMP) - 2040. The plan identifies Tier 3 areas as comprising the bulk of the UGA outside Tier 1. Generally speaking, developing these areas is not cost effective because investment has not been made in all five of the urban services (sewer, water, roads, Police and Fire) and they are not contiguous to the City limits. However, considerations are given to properties where there is already an approved preliminary plat before the adoption of the LUGMP-2040. Timber Ridge Subdivision was platted in 1990. The proposed final plat is a replat of Lot 9, originally intended for community sewage facility that was not built. Lots within Timber Ridge Subdivision did not develop until the City constructed the Southwest Interceptor around 2009-10 that provided sanitary sewer to Washburn Rural High School. In 2008, this developer entered in an Interlocal Agreement with the City/USD 437 to participate in costs for extending that interceptor, which enabled Timber Ridge to develop with a connection to the City's sewer system rather than as originally platted in 1990 with a community lagoon.

The proposed plat subdividing Lot 9 into ten residential lots is in conformance with policies of the Comprehensive Plan given the fact the lot is no longer needed as it was originally dedicated for a community sewage lagoon. The proposal does add new lots to the original plan. However, the overall density of this replat (1.6 DUs/acre) is comparable to the surrounding subdivision's density and lot sizes.

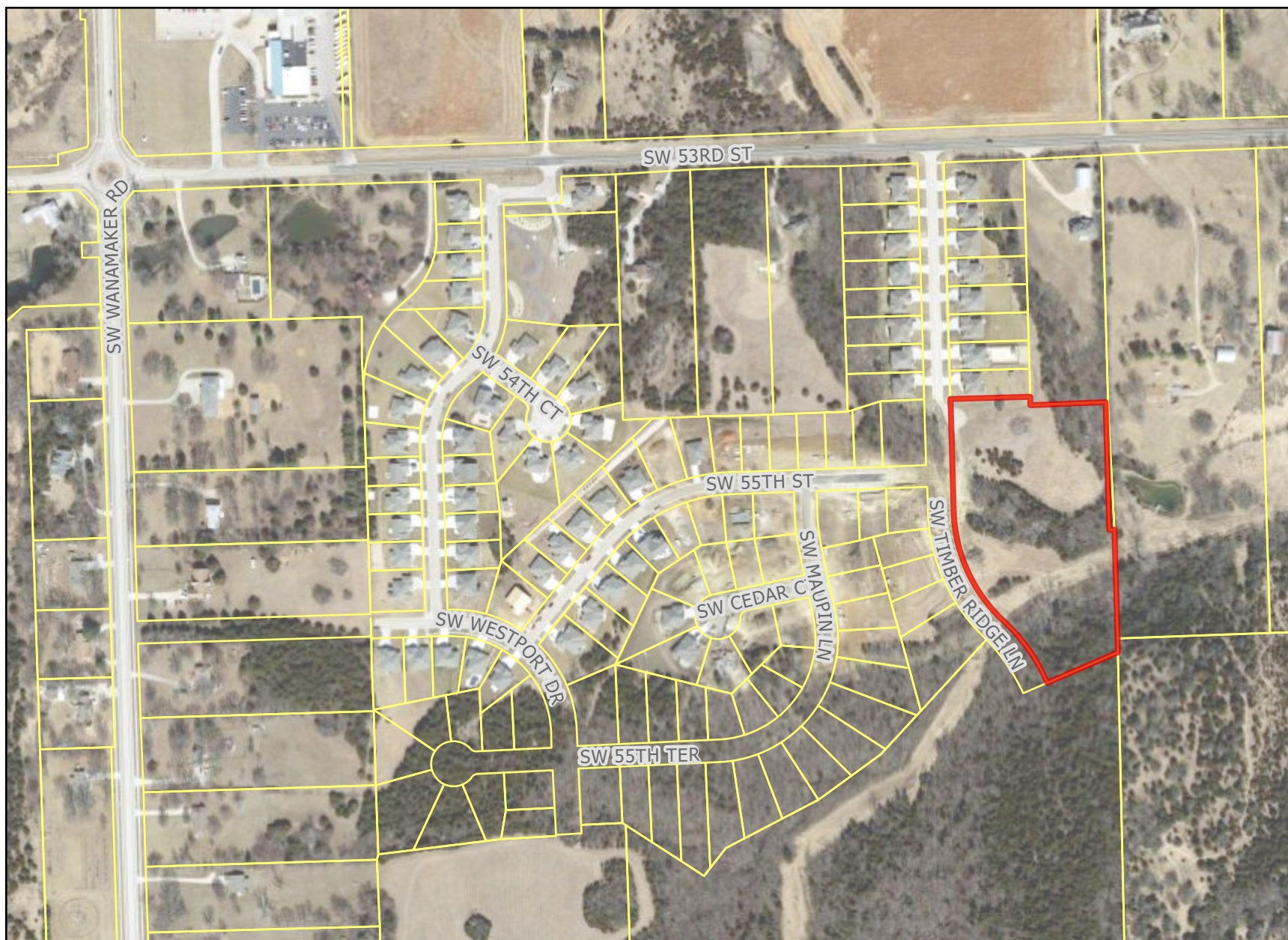
STAFF ANALYSIS: The overall subdivision design conforms to the established standards and provisions of the subdivision regulations relative to design criteria with approval of the noted design variances. Based upon the above findings and staff analysis, the Planning Department recommends the Preliminary and Final Plat phases for Timber Ridge Subdivision #2 be **APPROVED**, subject to:

1. Add "SME" label to the final plat as it is missing although it is in the Legend. (Remove any preliminary plat information that may have been left on the final plat inadvertently i.e. inlet/outlet from the SME?)
2. Add "TTE" label to final plat Legend.
3. Add Variance note: *"Pursuant to TMC 18.30.040, with approval of Timber Ridge Subdivision #2 the Topeka Planning Commission grants a design variance to TMC18.40.050(c) regarding the length of dead-end street exceeding 500 ft. for SW Timber Ridge Lane from SW 55th Street to its dead-end at the south boundary until extended as part of future development when that property is platted."*

Exhibits:

Preliminary Plat (Timber Ridge #2)
Final Plat (Timber Ridge #2)
Aerial Map
Aerial Map – Location Relative to UGA

P20/15 Timber Ridge Subdivision #2

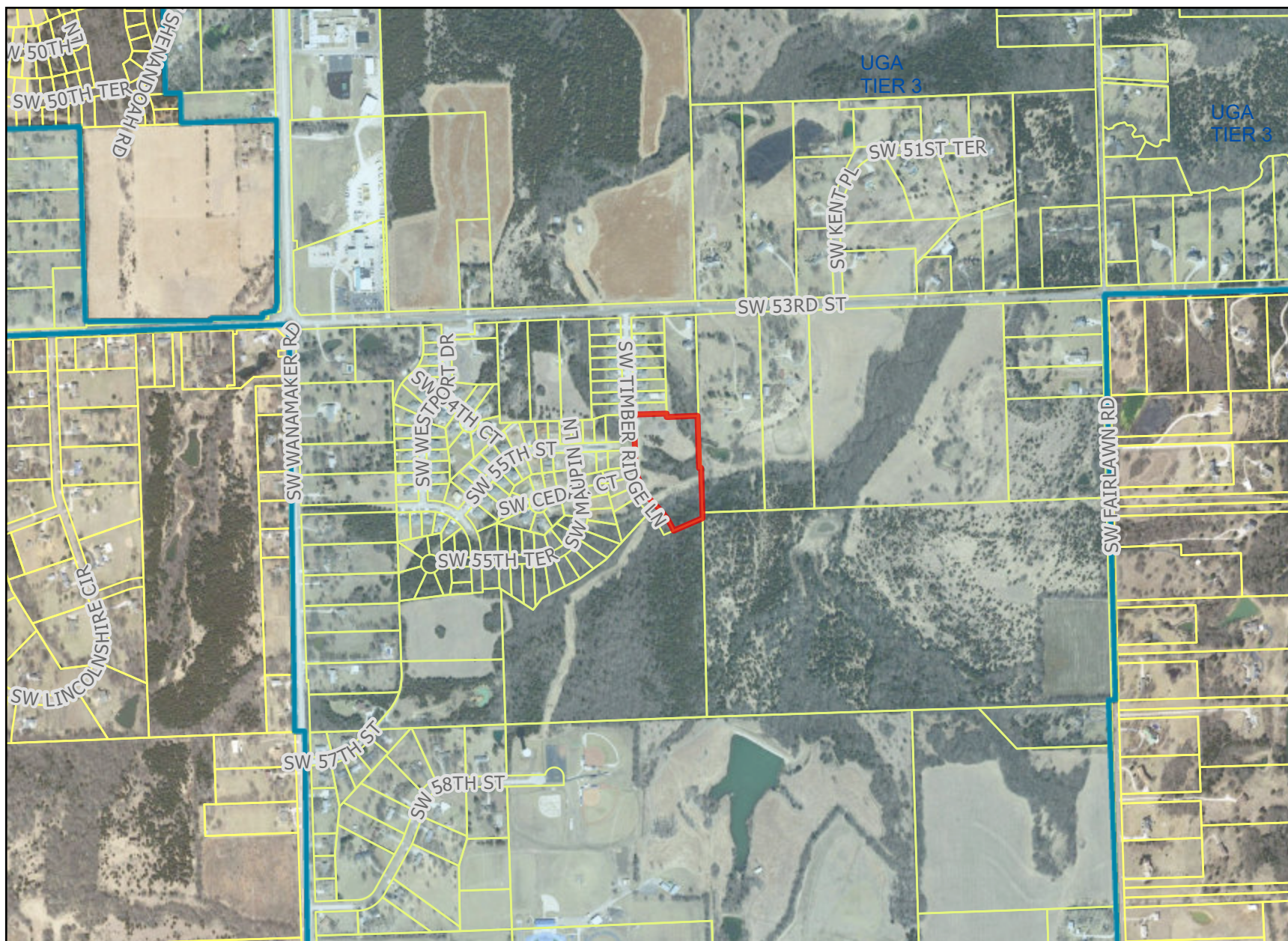


City of Topeka
Planning and Development
Department



Subject Property (Timber Ridge Subdivision #2)

P20/15 Timber Ridge Subdivision #2



City of Topeka
Planning and Development
Department

Subject Property (Timber Ridge Subdivision #2)

ServiceAreasAndAnnexConsent



Urban Growth Area

A PRELIMINARY PLAT FOR: TIMBER RIDGE SUBDIVISION No. 2

A REPLAT OF LOT 9, BLOCK A, TIMBER RIDGE SUBDIVISION
SHAWNEE COUNTY, KANSAS

NOTES:

- WATER SERVICE IS BY THE SHAWNEE CONSOLIDATED RURAL WATER DISTRICT No. 3
- SANITARY SEWER SERVICE SHALL BE BY THE CITY OF TOPEKA.
- THE PROPERTY LINES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP (FIRM) No. 20177C0282E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011 AND No. 20177C0284E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.
- PROPERTY OWNERS SHALL BE ADMONISHED FROM PLACING ANY PERMANENT OR SEMI-PERMANENT OBSTRUCTION IN PERMANENT SEWER OR UTILITY EASEMENTS. THIS INCLUDES, BUT IS NOT LIMITED TO, TREES, SHRUBS, FENCES, RETAINING WALLS, BUILDINGS OR OTHER MISCELLANEOUS OBSTRUCTIONS THAT INTERFERE WITH ACCESS OR EGRESS OF MAINTENANCE VEHICLES OR EQUIPMENT FOR THE OPERATION AND MAINTENANCE OF THE UTILITIES OR PIPE LINES LOCATED IN THE EASEMENT. ANY PERMANENT OR SEMI-PERMANENT OBSTRUCTION LOCATED IN THE PERMANENT SEWER OR UTILITY EASEMENT MAY BE REMOVED BY THE GOVERNING BODY, ITS EMPLOYEES OR AGENTS TO PROVIDE FOR THE PROPER OPERATION AND MAINTENANCE OF THAT UTILITY LINE, WITHOUT COST OF OBLIGATION FOR REPLACEMENT, COST OF REMOVAL, AND/OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
- THE PUBLIC WAYS (STREET AND ROADS) NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC. TEMPORARY TURN-AROUND EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND SHALL BE AUTOMATICALLY VACATED WHEN STREETS ARE EXTENDED.
- THE MINIMUM OPENING ELEVATION FOR LOT 7, LOT 8, AND LOT 9, BLOCK A SHALL BE 1 FOOT ABOVE THE HIGHEST ADJACENT 100-YR WATER SURFACE ELEVATION.
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- ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO CITY RIGHT OF WAY MANAGEMENT STANDARDS.

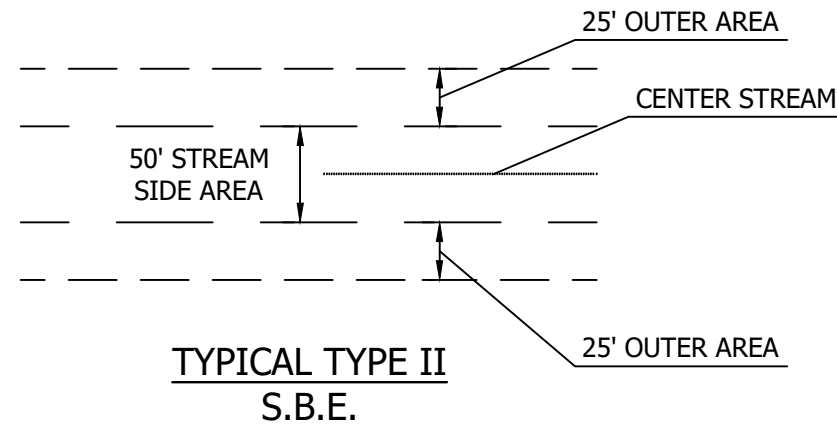
DESCRIPTION

A REPLAT OF LOT 9, BLOCK A, TIMBER RIDGE SUBDIVISION, AS RECORDED AT THE OFFICE OF THE SHAWNEE COUNTY REGISTER OF DEEDS IN PLAT BOOK 33, PAGES 52, 53, AND 54.

OWNERS:

DULTMEIER-ROLLENHAGEN LLC
3812 SW 40TH STREET
TOPEKA, KS 66610

- BOUNDARY LINE
- SECTION LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- RESTRICTED ACCESS
- UNDERGROUND ELECTRIC LINE
- UGR
- W
- SAN
- UGT
- UNDERGROUND TELEPHONE

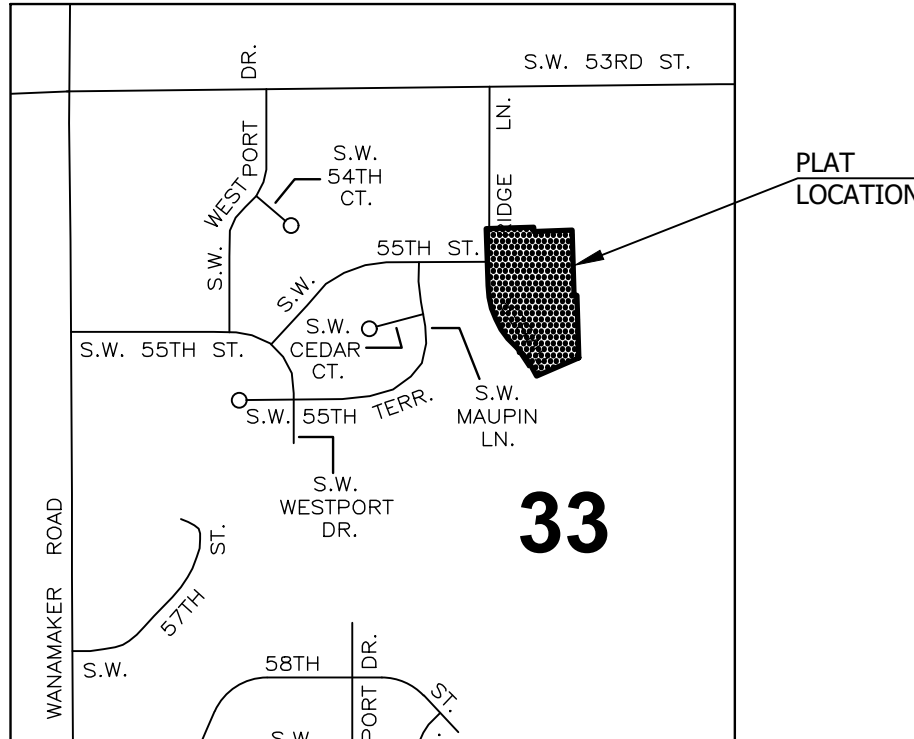


TYPICAL TYPE II S.B.E.

STREAMSIDE AREA - USES ALLOWED : NATIVE VEGETATION, FLOOD CONTROL, UTILITY CORRIDORS, FOOT PATHS, ROAD CROSSINGS

OUTER AREA - USES ALLOWED : NATIVE VEGETATION, MANAGED LAWN, FLOOD CONTROL, DETENTION, RETENTION, UTILITY CORRIDORS, STORMWATER BEST MANAGEMENT PRACTICES, RESIDENTIAL YARDS, LANDSCAPE AREAS

PLEASE REFER TO CHAPTER 17.10 OF THE CITY OF TOPEKA CODE FOR ALL PERTINENT MANAGEMENT GUIDELINES AND PROHIBITED PRACTICES AND ACTIVITIES WITHIN THE STREAM BUFFER AREAS.



LEGEND

- SET 5/8"x24" REBAR
- FOUND 1/2"x24" REBAR PE #4326
- (M) MEASURED BEARING & DISTANCE
- (R) RECORD BEARING & DISTANCE
- (P) PLAT - FINAL PLAT TIMBER RIDGE BOOK 33, PAGE 50
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- W.E. WATERLINE EASEMENT
- S.M.E. STORMWATER MANAGEMENT EASEMENT
- S.B.E. STREAM BUFFER EASEMENT
- R/W RIGHT OF WAY
- S.S.E. SANITARY SEWER EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- OASE OUTER AREA STREAM EASEMENT
- SSE STREAM SIDE EASEMENT

Bartlett & West

1200 SW EXECUTIVE DRIVE - TOPEKA, KS 66615-3850
PHONE 785.272.2222
WWW.BARTLETTWEST.COM

**A PRELIMINARY PLAT FOR
TIMBER RIDGE SUBDIVISION No. 2**

**A REPLAT OF LOT 9, BLOCK A
TIMBER RIDGE SUBDIVISION
SHAWNEE COUNTY, KANSAS**

DESIGNED BY: ACS
DRAWN BY: RCP
APPROVED BY: SIM
DESIGN PROJ: 16519.202
SCALE: AS NOTED
DATE: JULY 2020
DRAWING NO: **P20-15**
SHEET NO: 1 of 1

A FINAL PLAT FOR: TIMBER RIDGE SUBDIVISION No. 2

A REPLAT OF LOT 9, BLOCK A, TIMBER RIDGE SUBDIVISION
SHAWNEE COUNTY, KANSAS

BOOK : _____

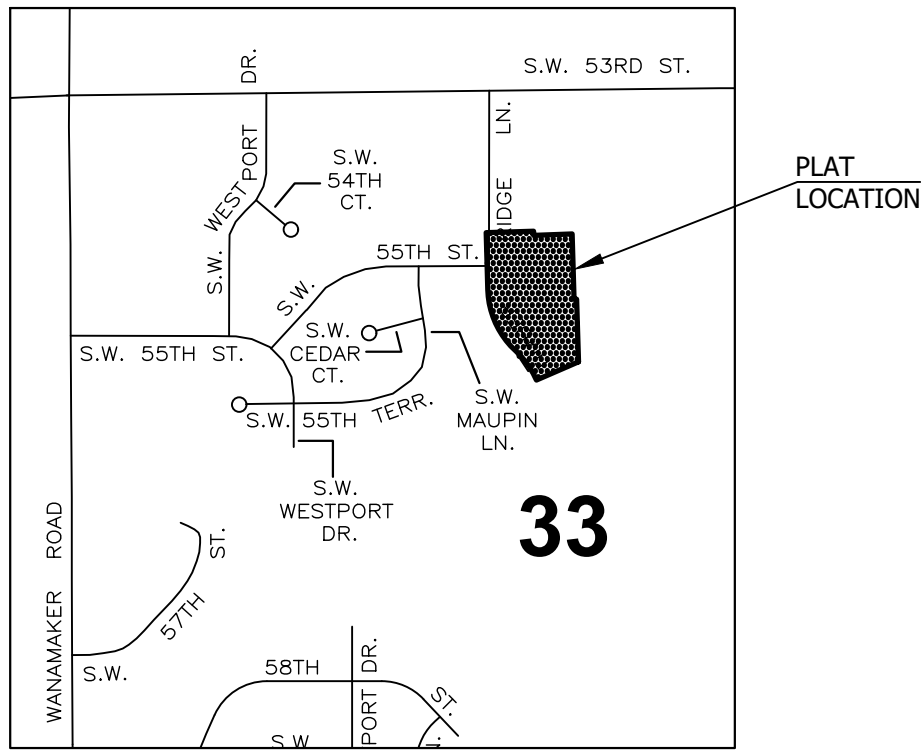
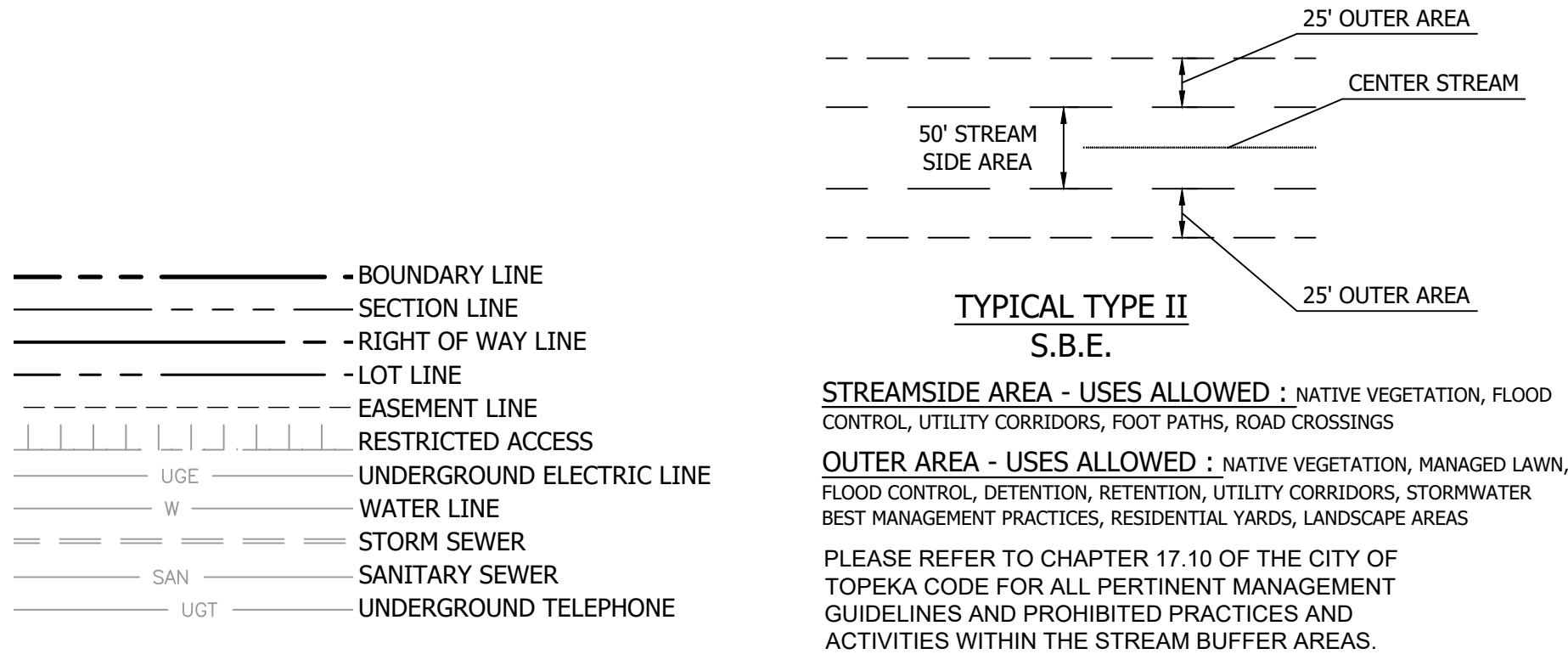
PAGE : _____

DATE : _____

TIME : _____

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- ALL UTILITIES SHALL BE PLACED UNDERGROUND PURSUANT TO CITY RIGHT OF WAY MANAGEMENT STANDARDS.
- SIDEWALKS ALONG FRONTAGES SHALL BE PROVIDED AT THE TIME OF SITE DEVELOPMENT PURSUANT TO TMC18.45.080.
- DRAINAGE EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR THE UNOBSTRUCTED OVERLAND FLOW OR SURFACE WATER AND/OR THE CONSTRUCTION AND MAINTENANCE OF PIPE, FLUME, DITCH OR ANY OR ALL IMPROVEMENT FOR THE DRAINAGE OF SAID WATER, ALL AS MAY BE DETERMINED AND/OR APPROVED BY THE DIRECTOR OF THE APPLICABLE DEPARTMENT OF PUBLIC WORKS. PROPERTY OWNERS SHALL NOT PLACE ANY PERMANENT OR SEMI-PERMANENT OBSTRUCTION IN SAID EASEMENT. ALL MAINTENANCE WITHIN THE GENERAL DRAINAGE EASEMENT (GDE) SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) OF THE PROPERTY IN WHICH THE EASEMENT IS SO LOCATED, HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE APPLICABLE DIRECTOR OF PUBLIC WORKS OR DESIGNEE, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORNE UPON, SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE APPLICABLE DEPARTMENT OF PUBLIC WORKS SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE.
- EASEMENTS ARE HEREBY GRANTED TO THE PUBLIC AS FOLLOWS: "UTILITY EASEMENTS" TO ALLOW PUBLIC UTILITY PROVIDERS, CONTRACTORS, AND AUTHORIZED AGENTS TO LOCATE, CONSTRUCT AND MAINTAIN FACILITIES TO PROVIDE UTILITY SERVICE TO THE PUBLIC. ALL PUBLIC UTILITIES SPECIFICALLY INCLUDING BUT NOT LIMITED TO WATER, GAS, SEWER, STORMWATER, AND TELECOMMUNICATIONS MAY PLACE OR LOCATE THEIR FACILITIES OVER, UNDER AND ALONG THE STRIPS MARKED "UTILITY EASEMENTS". A TEMPORARY CONSTRUCTION EASEMENT OF 12-FEET ADJACENT TO THE SIDE OF THE UTILITY EASEMENT IS DEDICATED FOR THE USE OF THE PUBLIC UTILITIES WHILE INITIAL CONSTRUCTION OF THE PUBLIC UTILITY'S FACILITIES ARE IN PROGRESS.
- THE OWNERS OF RECORD OF THE ABOVE DESCRIBED REAL ESTATE DOES HEREBY EVIDENCE ITS COMPLETE AND IRREVOCABLE CONSENT TO ANNEXATION BY THE CITY OF TOPEKA, IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS. THIS CONSENT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE HEIRS, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED.
- PURSUANT TO TMC 18.30.040, WITH APPROVAL OF TIMBER RIDGE SUBDIVISION #2 THE TOPEKA PLANNING COMMISSION GRANTS A DESIGN VARIANCE TO TMC18.40.050(C) REGARDING THE LENGTH OF DEAD-END STREET EXCEEDING 500 FT. FOR SW TIMBER RIDGE LANE FROM SW 55TH STREET TO ITS DEAD-END AT THE SOUTH BOUNDARY UNTIL EXTENDED AS PART OF FUTURE DEVELOPMENT WHEN THAT PROPERTY IS PLATTED.



LEGEND

- SET 5/8"x24" REBAR
- FOUND 1/2"x24" REBAR PE #4326
- (M) MEASURED BEARING & DISTANCE
- (R) RECORD BEARING & DISTANCE
- (P) PLAT - FINAL PLAT TIMBER RIDGE BOOK 33, PAGE 50
- D.E. DRAINAGE EASEMENT
- U.E. UTILITY EASEMENT
- W.E. WATERLINE EASEMENT
- S.M.E. STORMWATER MANAGEMENT EASEMENT
- S.B.E. STREAM BUFFER EASEMENT
- R/W RIGHT OF WAY
- S.S.E. SANITARY SEWER EASEMENT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- O.A.S.E. OUTER AREA STREAM EASEMENT
- S.S.E. STREAM SIDE EASEMENT
- T.T.E. TEMPORARY TURNAROUND EASEMENT



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Jacque Russell, Human Resources Director
DOCUMENT #:
SECOND PARTY/SUBJECT: AFT Kansas Local 6406
PROJECT #:
CATEGORY/SUBCATEGORY: 007 Contracts and Amendments / 020 Employee Agreements
CIP PROJECT: No
ACTION OF COUNCIL:
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of a two year labor contract for AFT Kansas Local 6406 effective January 1, 2021, through December 31, 2022.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(Approval would provide for changes to several contract terms including wages for the two years of the agreement.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

Approval would finalize a three year labor agreement with AFT Kansas Local 6406.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the agreement.

BACKGROUND:

A tentative agreement has been reached by the negotiating teams and was ratified by the bargaining unit members. The agreement on wages provides a one-half percent (1/2%) increase to the pay matrix in 2021 and a one percent (1%) increase to the pay matrix in 2022. Eligible bargaining unit members will receive one step increase upon the completion of their anniversary in each year of the contract.

BUDGETARY IMPACT:

The City's 2021 Adopted Budget includes sufficient resources to fund the changes included in proposed

agreement.

SOURCE OF FUNDING:

AFT employees are budgeted in the following funds: General, Utilities, Alcohol and Drug, Streets, Citywide Half Cent Sales Tax, Parking, Information Technology, Fleet, Facilities, and grants.

ATTACHMENTS:

Description

Finance Memo

Summary of contract changes

Labor Agreement (Redline)

Labor Agreement - Final



MEMORANDUM

Administrative and Financial Services Office

To: Honorable Mayor Michelle De La Isla
Members of the Topeka City Council
Brent Trout, City Manager

From: Jessica A. Lamendola, Director of Administrative and Financial Services
Stephen Wade, Budget and Performance Manager

Date: 01 October 2020

Subject: Fiscal Effects of Proposed AFT Kansas Local 6406 Agreement

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. This bargaining unit has members in nine City departments and in 12 funds. I have reviewed the economic terms of the AFT agreement pending before the City Council and have compared its costs to the 2021 Adopted Budget. Based upon this review of the agreement, I believe that the 2021 Adopted Budget has sufficient resources to accommodate the agreement as presented.

The proposed agreement includes the following:

- Advance one step on the pay matrix in 2021 and 2022 for individuals meeting the parameter of an overall "Meets Expectations" or better. Steps are granted on anniversary dates for those eligible employees for both 2021 and 2022
- There is a quarter percent increase to the existing pay matrix for 2021 and a one percent increase to the pay matrix in 2022.

The following table (Figure 1) shows the wage and benefits estimations calculated based on the assumptions listed above. The mill levy equivalent is calculated based on a cumulative total for FY21 and FY22. The 2021 reduction reflects the elimination of 14 positions in the Adopted 2021 budget.

Figure 1
2020-2022 Wage Agreement Estimates

	2020	2021	2022
Wages	8,068,734	7,776,496	7,900,194
Benefits	1,614,554	1,576,408	1,577,022
Total	\$9,683,288	\$9,352,904	\$9,477,216
Increase from Prior Year		-\$330,384	\$124,312
% Increase from Prior Year		-3.41%	1.33%
Mill Levy Equivalence	-0.175		

AFT SUMMARY OF CONTRACT CHANGES FOR 2021 AND 2022

ARTICLE & SECTION	TOPIC/SUMMARY
Article 4, § 4 Article 3S Article 14, § 2	Performance Related Corrective Action, Definitions- Probationary Period, Filing of Vacancies, Promotions <i>Clarifies Performance Evaluation Probation procedures and allows for flexibility for less than 520 hours probation period when needed, cleans up references to “special 520 probation”</i>
Article 4, § 2	Procedure (Discipline and Discharge) <i>Adds failing to follow safety protocols to list of examples of offenses that could warrant discipline, but not normally serious enough for immediate suspension or termination</i>
Article 8, § 2	Severance <i>Clarifies schedule for severance payment</i>
Article 9, § 2 & Appendix A	Wages <i>For 2021, a matrix increase of .25% and for 2022 a matrix increase of 1% Steps granted on anniversary dates for eligible employees for both 2021 and 2022</i>
Article 9, § 3	Shift Differential <i>Increases shift differential from 50 cents to 75 cents</i>
Article 9, § 5	Call Back (Work at Home) <i>Changes allowance of call back pay when working from home to every 24 hour period, instead of the employee’s next regular reporting time</i>
Article 10, § 1	Sick Leave <i>Combines provisions regarding “quarantine” and “contagious disease” and clarifies that sick leave may be utilized for those issues</i>
Article 10, § 2	Emergency Leave <i>Clarifies family crisis leave use for natural disasters and household fires and enables management to require documentation for proof of leave</i>
Article 10, § 12	Leave Due to Inclement Weather Emergency Absence <i>Clarifies expectation for employee reporting and use of various leave due to weather conditions</i>
Article 12, § 1	Uniforms <i>Adds inclement weather apparel, updates outdated language and establishes provision for replacement and repair</i>
Article 16	Duration, Termination and Amendments <i>Establishes 2 year contract term</i>

CITY OF TOPEKA

CONTRACT # _____

AGREEMENT
between

CITY OF TOPEKA

and the

AFT KANSAS LOCAL 6406

Technical and Fiscal Staff and Clerical, Service, and
Maintenance employees

JANUARY 1, ~~2018~~2021 – DECEMBER 31, ~~2020~~2022

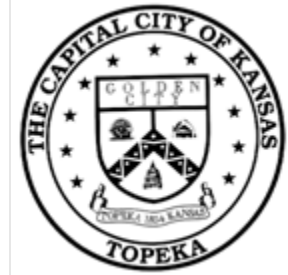


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ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1. Preamble.

This Agreement is entered into between the City of Topeka, Kansas, hereinafter referred to as the City, and the Technical and Fiscal Staff and Clerical, Service, and Maintenance employees (“employees”) as AFT Kansas, Local 6406, hereinafter referred to as the Union. This Agreement constitutes the implementation of the provisions of K.S.A. 1975, Supp. 75-4321 et seq., as amended, in order to provide for orderly and constructive employment relations in the public interest, in the interest of the employees hereby covered, and in the interest of the City.

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

It is the purpose of this Agreement to maintain a harmonious relationship between the City and the Union, to provide for equitable and peaceful adjustment of differences which may have arisen and to establish wages, hours and other conditions of employment.

The City and the Union recognize that it is in the best interest of both parties and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the City and the Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the bargaining unit.

Section 2. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board Case 75-UDC-3-1996.

Section 3. Employee Rights.

The employees shall have the right to form, join and participate in the activities of the Union, for the purpose of meeting and conferring with the City with respect to grievances and conditions of employment. In accordance with existing state laws, the employees also shall have the right to refuse to join or participate in the activities of the Union.

Section 4. Bargaining Unit.

The City recognizes the Union as the authorized representative of all benefit eligible employees in the following classifications.

Accounting Specialist I	GIS Analyst
Aircraft Mechanic I, II	GIS Technician
Animal control Officer	Grant Writer
Aquatics Specialist	Horticulturist
Arborist I, II, III	HQS Inspector
Associate Planner	Human Relations Specialist
Biologist	HVAC Specialist
Carpenter	Inventory Specialist
Chemist	Laboratory Technician
Civil Rights Investigator	Maintenance Worker I, II, III
Community Resource Specialist	Master Mechanic
Compliance Inspector I	Mechanic I, II
Computer Operator	Network Engineer
Courier/Building Attendant	Office Assistant I, II, III
Court Clerk I, II	Parking Control Officer I, II
Economic Development Specialist	Planner I, II
Education Specialist	Plumber
Electrician	Police Records Clerk
Electronics Technician I, II	Probation Officer I
Engineering Technician I, II	Procurement Officer I, II
Environmental Technician I, II	Property Maintenance Inspector I, II, III
Equipment Operator I, II, III	Real Estate Officer
Erosion Control Inspector I, II	Recreation Specialist I, II

Rehabilitation Specialist I	User System Consultant
Safety Specialist	Welder
Security Monitor	Zoo Commissary Specialist
Senior Animal Control Officer	Zoo Keeper
Senior Zoo Keeper	Zoo Veterinary Technician
System Developer I, II	

The City agrees to advise the Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The fact that a job classification is listed within Article I, § 4 does not impose any obligation upon the City to fill it. The City agrees to meet and confer with the Union regarding the terms and conditions of employment of the affected employees prior to taking either of the above referenced listed personnel actions.

Section 5. Union Dues Deductions.

The City agrees to deduct the Union membership assessments, dues, and/or representation fee bi-weekly from the pay of those employees who personally request in writing that such deductions be made. The written authorization for the above deduction shall be delivered and received in the office of the Financial Director no later than thirty (30) days prior to the date that the deduction is to be made. The amounts to be deducted shall be certified to the City by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer of the Union

by the end of the succeeding month after such deductions are made by the City. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The above shall not limit the right of any employee, who after one hundred and eighty (180) days from the date of his/her initial authorization, directs a written request thirty (30) days prior to cancellation to the Director of Financial Services and Union President stating he/she no longer desires deductions for Union membership assessments, dues, and/or representation fees.

All other qualifying deductions shall be deducted from the employee's pay before the Union check-off is deducted. The City is not responsible for the union dues deduction in the event sufficient wages do not remain once other qualifying deductions are made. The City shall not deduct dues when an employee is receiving any type of non-paid leave.

An employee's authorization shall automatically be canceled upon termination of employment or following any placement in a classification outside of the bargaining unit.

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

Section 6. Orientation of New Employees.

The City shall provide each new employee with a copy of the collective bargaining agreement then in force. Management will cooperate in permitting the newly hired employee to attend a private on-the-job orientation session of

approximately fifteen (15) minutes with his/her steward during the new employee's first two (2) weeks of work. In order to facilitate participation in the union orientation portion of the employee's city orientation, the City will inform AFT KANSAS of the date, time, and location of all orientation sessions one week in advance. Within that notification, the City will provide the names of all employees scheduled to attend and their position titles.

Section 7. Visits by Union Representatives.

Non-employee union representatives will be permitted to come on the premises of the City for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement and fulfilling their exclusive representative obligation to the members of the appropriate unit, provided they report to the Department Head and give the following information:

- A. The name of the employee to be visited.
- B. The approximate time needed for the visit.

The Department Head will determine whether the employee's duties are such that the employee is available at the designated time to talk to the Union representative. If the Department 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 8. Steward Procedures.

(a) The City and AFT KANSAS recognize that it is in the best interests of the City and the bargaining unit members to provide trained individuals to assist the members in resolving problems in the workplace. It is therefore agreed that the following procedures shall be followed in order to provide assistance to the members.

The Union shall provide a listing of all official Union stewards to the Human Resources Director. Any change in the status of a Union steward or the replacement of an official Union steward shall be provided to the Human Resources Director after a change has been made.

The function of stewards is to represent and/or serve as witnesses for bargaining unit members in disciplinary meetings which the member reasonably believes will culminate in disciplinary actions, assisting members in making determinations relative to the grievability of issues, drafting grievances and in presenting grievances and grievance cases to management. Each steward will be allowed reasonable time during working hours, without loss of pay or leave, for the purposes of representing members and discussing grievances or potential grievances in the appropriate area represented by the steward. Reasonable time means not more than three (3) hours per week unless additional time is granted by management.

In addition to the above responsibilities, the function of the chief steward is to represent AFT KANSAS officials and to give advice and assistance to line stewards. The chief steward shall observe the same guidelines as the line steward.

Any time spent by a line steward or the chief steward participating in any type of investigation or meeting called by management shall not be counted as a portion of the time granted to the steward to perform his/her duties.

It is agreed that the time during working hours granted to the steward pursuant to this agreement shall not be used for discussing any matters connected with the operation of AFT KANSAS, the collection of dues or assessments, the solicitation of memberships, campaigning for elective office in AFT KANSAS or the distribution of AFT KANSAS literature unless such literature pertains to the resolution of grievances.

(b) Notification by Stewards of the Need to Leave the Work Site.

1. To attend a meeting called by management: A steward shall inform his/her supervisor that he/she is leaving his/her work site to attend a meeting called by management to represent a member of the unit. The steward's supervisor may contact the management member calling the meeting in order to reschedule the meeting in the event the conditions existing at the time of the meeting make it impossible for the steward to be in attendance at the meeting. The supervisor shall inform the steward of the rescheduling of the meeting if the meeting is canceled and subsequently rescheduled. Time spent in such meetings shall not be counted as a portion of the weekly time allotted to the Union steward.

2. To meet with a member regarding a grievance or potential grievance: The steward shall, prior to leaving the work site, request

permission of his/her supervisor to leave the work site to discuss a grievance matter with a unit member. The supervisor may deny the request to leave the work site at the requested time if the supervisor has good cause for such denial. The supervisor shall inform the steward of the time when the steward may be excused.

The steward shall contact the employee's supervisor and inform the supervisor of the name of the employee with whom the steward needs to meet and the anticipated duration of the meeting. The supervisor will make the employee available to the steward unless conditions existing at the time preclude the release of the employee from duties. In such an event, the supervisor shall advise the steward of the time when the employee shall be available to meet with the steward. The steward shall promptly return to the work site upon completion of the meeting.

Section 9. Bulletin Boards.

The City agrees to provide adequate space on existing departmental bulletin boards, not to exceed one-half of total space, for use by the Union. All notices shall be posted by the President of the Local Union and his/her designee, signed and dated and shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections and results;
- D. Union meetings;

- E. Ruling of policies of the Union or other Labor organizations with which the Union is affiliated;
- F. Reports of Union standing committees;
- G. Official Union publications;
- H. Any other material authorized by the City and the President of the Local Union and his/her designee.

No material detrimental to the City or the Union, (e.g. political, denunciatory, inflammatory or derogatory) shall be posted. The bulletin board's Union designated space shall be the responsibility of and shall be maintained in a neat and orderly appearance by the Local Union President and his/her designee. All items shall be removed in a timely fashion. The cost of posting said materials shall be borne by the Union.

Section 10. Distribution of the Memorandum of Agreement.

The City will provide to the Union one copy of this agreement for each employee in the appropriate 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. Employees may request a copy of the Memorandum of Agreement from management. The Union agrees to reimburse the City one-half (1/2) of the cost of producing copies of the Memorandum of Agreement.

Section 11. Training on Memorandum of Agreement.

The City and the Union agree to jointly provide training for supervisory and non-supervisory employees. It is agreed that such training will be conducted not more than three (3) times during a calendar year for day shift employees and not more than three (3) times for evening and night shift employees. It is agreed that the duration of such training shall not exceed four (4) hours per session. No employee shall attend more than one training session per year during their work schedule, provided, however, no employee shall be prohibited from attending additional training sessions during their unpaid, personal time. It is further agreed that the City and the Union shall provide no more than two (2) trainers each for each session.

ARTICLE 2

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to the City if the public service mission of the City is to function effectively and efficiently. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it under the laws of the State of Kansas. Unless specifically modified by any subsection of this Agreement, the City reserves the rights, powers and authority including, but not limited to, the following:

- A. Direct the work of its employees;
- B. Hire, promote, demote, transfer, assign, retain, and recall employees in positions with the City of Topeka;
- C. Discipline, suspend, demote and/or discharge employees for just cause;
- D. Maintain effectiveness, productivity and efficiency of governmental operations;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take actions as may be necessary to carry out the mission of the City in emergencies as declared by the City Council or Administration;
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

ARTICLE 3

DEFINITIONS

- A. Benefit-eligible shall be defined as a full time or part time budgeted position which is approved for benefit eligibility on relevant personnel schedules. A benefit-eligible position scheduled for less than full-time shall be eligible for benefits on a pro-rated schedule. A benefit-eligible position shall have access to the City's full benefit program as stated in this Agreement.
- B. Break of service shall be defined as any time an employee is voluntarily or involuntarily separated from the City for a period exceeding one hundred twenty (120) days.
- C. Classification shall be defined as the categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called by the same descriptive title, to be accorded the same pay scale, and to require substantially and relatively similar knowledge, skills, and abilities.
- D. Comparable Position shall be defined as a position within the same or a different classification which has the same or similar minimum qualifications, job duties and is within the same pay grade.
- E. Compensatory Time shall be defined as payment in hours in lieu of dollars for hours in pay status above the Fair Labor Standards Act (FLSA) limit. Compensatory payment in hours shall be at the rate of one-and-one-half (1 1/2) hours for each one (1) hour worked or in pay status. Compensatory time payment shall be at the option of the employee.

- F. Days shall be defined as calendar days. When used in setting a period of time, e.g., “any employee who voluntarily resigns and ... returns to work within one hundred twenty (120) days” or “the supervisor shall have seven (7) days”, the period of time shall commence with the day following the day action was taken that initiated the reference time period.
- G. Doctor or Physician shall be defined as a medical doctor who is in good standing with the American Medical Association, the State of Kansas and the Kansas Medical Association.
- H. Full-time Employee shall be defined as one who works a minimum of 40 hours per work week on a regular and continuing basis.
- I. Hire Date shall be defined as the date the employee was hired into City service. Any breaks in service over one hundred twenty (120) days shall cause an individual to be classified as a new hire.
- J. Holiday shall be defined as a day wherein an employee is released from duty with full pay for the day. Holidays are listed within Article 10, Section 7 of this Agreement.
- K. Holiday Pay shall be defined as the pay for hours equal to the number of hours regularly scheduled if the day had not been declared a holiday as defined by Article 10, Section 7 of this Agreement.
- L. Immediate Family shall be defined as one's spouse or legally recognized domestic partner, child, son-in-law, daughter-in-law, step-child, parent, step-parent, spouse's parent or step-parent, sibling, step-sibling, grandparent, spouse's grandparent, step-grandparent, grandchild, uncle, aunt, or a

member of the immediate household permanently residing under the same roof.

- M. Layoff shall be defined as temporary termination of an employee, as provided for in Article 8 of this Agreement which is due to a shortage of funds, lack of work, or abolishment of a position.
- N. Management shall mean the Department Head or person(s) designated by the Department Head to perform a function on behalf of the Department Head.
- O. Non-immediate Family shall be defined as any relative not specifically designated in the Immediate Family definition.
- P. Over-time Work Hours shall be defined as the total hours worked including any in pay status, except for hours actually worked on a holiday, which exceed the FLSA limit.
- Q. Part-time Employee shall be defined as one who works less than 40 hours per work week.
- R. Pay Status shall be defined as any time an employee is receiving compensation from the City either for services rendered or on an approved leave with pay. Eligibility for benefits generally is contingent on being in a pay status.
- S. Probation Period shall be defined as a period of time during which supervisors may assess the work of an individual in order to determine the ability of the employee to continue employment in the position.

1. *Initial probationary period* shall apply to a new hire in the City and shall constitute a period of time of not less than 1040 hours which may be extended for an additional 520 hours if the employee is rated unsatisfactory by the supervisor upon completion of the 1040 hour period. An employee who experiences a break in continuous employment with the City of more than one hundred twenty (120) days shall be considered to be a new hire if re-employed by the City. An employee who does not successfully complete initial probation shall be considered a termination for just cause.
 2. *Interim probation* shall apply to all City employees when they are promoted, demoted, voluntarily transferred, or reclassified and shall constitute a period of time of not less than 1040 work hours which may be extended for an additional period of 520 hours by Management.
 3. *Performance evaluation probation* shall mean a period ~~of at least~~not to exceed 520 hours during which an employee is given an opportunity to improve his/her performance in order to remain within a specific position. Performance evaluation probation shall commence only after a special evaluation has been called pursuant to Article 4, Section 4 and the employee has received proper notice.
- T. Promotion shall be defined as the advancement of an employee from his/her current position in one classification to a vacated or new position in another classification which is assigned to a higher pay grade.

- U. Re-allocation of a position shall mean a change in the classification of a position resulting from the permanent assignment of duties of a different classification.
- V. Re-classification of a position shall mean a change in the classification of a position resulting from the determination that position has been improperly classified.
- W. Review date shall be defined as the date of hire of an employee or the date of the employee's last promotion.
- X. Serious Illness shall be defined as a condition which requires hospitalization and/or continuous professional medical care and shall be determined by the attending physician, unless otherwise specifically addressed in this Agreement.
- Y. Shift Differential shall be defined as premium pay over and above base pay for work performed on a night shift or under other conditions as specified in Article 9 of this Agreement.
- Z. Shift Work shall be defined as any established work hours which continue on a regularly scheduled basis.
 - 1. Day Shift shall be defined as any regularly scheduled work hours which fall between the hours of 6:00 AM and 6:00 PM.
 - 2. Night Shift shall be defined as any regularly scheduled work hours when any of the scheduled work hours are between the hours of 6:00 PM and 6:00 AM.
- AA. Termination shall be defined as a complete separation from City employment resulting from discharge, resignation, retirement, or death.

BB. Temporary Duties shall be defined as those assigned on an interim basis, normally for no longer than a six-month time period, but with exceptions to be made when the needs of the department or division so require.

ARTICLE 4

DISCIPLINE & DISCHARGE

Section 1. Policy.

The City reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of City and/or departmental rules and regulations. All disciplinary and corrective actions shall be subject to the provisions of the grievance procedure contained in this Agreement. The seriousness of an offense will often vary with the circumstances prevailing at the time of the occurrence and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The disciplinary process involves four steps of progressive discipline for infractions of a similar nature and which are of a nature not serious enough to constitute just cause for immediate suspension or discharge. The progressive steps are:

First Offense.....Documented Verbal Warning

Second Offense.....Written Warning

Third Offense.....Suspension

Fourth Offense.....Termination

Section 2. Procedure.

The progressive disciplinary system listed above is intended to serve as 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 for immediate suspension or termination shall be removed from an 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 three (3) 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 employees in this process, provided Management retains the authority to remove items from an employee's personnel file without such request.

B. The City shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director 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 5 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 the 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. failure to follow established department policies and industry safety standards;
910. violations of any work rule governing a management's right or ~~Administrative Rule and Regulation~~personnel provisions which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses but 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 listing 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 or degree;
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. violation of the City's No Harassment or Discrimination policy;
7. solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions;
8. possession of any type of firearm, explosive or concealed weapon in violation of federal or state law or any City policies;
9. 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 Substance Abuse Policy;
10. conviction of a crime involving dishonesty or threat or acts of violence. The term "conviction" shall include entering into a diversion agreement for any such crime. This subsection shall

not apply to any conviction that has occurred before December 31, 2014;

11. other violations of a similar nature.

Section 3. Representation for Disciplinary Proceedings.

An employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to receive a corrective or disciplinary action or the member is to be questioned about a matter and the member reasonably believes that such questioning may result in a disciplinary or corrective action which may be intended to be a part of the employee's official personnel record. For the purpose of this Article, "Representative" shall mean an officially designated Union steward or other paid representative of the bargaining unit. Except in an extreme emergency, employees will be notified forty-eight (48) hours prior to any meeting that may result in disciplinary or corrective action being taken or any time a member is to be questioned for the purpose of disciplinary or corrective action except only a twenty-four (24) hour notice is required for a First Offense, Documented Verbal Warning. At the time of notification the employee will be informed of the nature of the meeting.

Where an employee seeks Union representation at the meeting, the employee is responsible for contacting a steward. The employee may voluntarily choose to waive both the notification period and accompaniment by a Union representative, but only after being advised of the right to each and signing a written understanding -- to be kept on file -- to that effect. The Waiver Form shall state:

I understand that I am or may be the recipient of a disciplinary or corrective action. I further understand that I have the right to a 24-hour notification period for a First Offense, Documented Verbal Warning and a 48-hour notification period before any other disciplinary meeting may occur and to have a Union steward, whom I may obtain by calling 235-0262, present to assist me at that meeting.

----- I elect to have the notification period and union representation for the upcoming disciplinary meeting.

I voluntarily choose to waive:

- (1) the notification period but not Union representation;
- (2) Union representation but not the notification period; or
- (3) both the notification period and accompaniment by a Union steward.

Employee Date Supervisor

All disciplinary actions shall be administered as promptly as possible. The selection of a representative will be at the discretion of the employee receiving the disciplinary action but shall be limited to the most readily available steward, or paid member of the Union. A representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within his/her normal work hours. The City shall schedule all investigative or disciplinary meetings at a time so as not to deny the employee representation and the employee shall be considered in pay status for any and all such meetings called by the City.

Section 4. Performance Related Corrective Actions.

Each employee of the City shall be evaluated at least annually as provided in ~~these rules and regulations~~ Article 13, § 4. The evaluation and any special

evaluations shall be used as the basis for all performance based corrective actions. While a prior documented abuse of Sick Leave, as described in Article 10, Section 1, paragraph I.1, shall in addition to the measures set out in that subsequent paragraph I.2 be appropriate for listing in the performance evaluation as a need for behavioral modification, Sick Leave utilization itself shall not otherwise be a component of an employee's overall rating. All non-probationary evaluations, either performance or special, will be subject to the appeals process set forth in Article 13, Section 4C.

A. Corrective actions. As used in this section, corrective actions shall include:

1. ~~special~~ performance evaluation probation.
2. demotion.
3. termination.

B. Special evaluations.

~~1.~~—The City may cause a special evaluation to be conducted for any employee when the management determines that such employee's performance is "less than satisfactory" with respect to any or all of the duties, tasks, and/or responsibilities which have previously been presented to the employee in writing.

C. Performance evaluation probation.

~~21.~~ An employee who receives a less than satisfactory overall rating on any evaluation may be placed on performance evaluation probation and The special evaluation document a performance

~~improvement plan will be established that~~ shall set forth the specific areas, (duties/tasks/responsibilities) in which the employee is expected to improve during the ~~special performance~~ evaluation ~~probation~~ period. Management shall identify the areas of improvement necessary to correct the employee's performance.

32. ~~Special Performance~~ evaluations ~~probation~~ shall ~~be performed~~ ~~in not exceed a period of~~ five hundred twenty (520) continuous work hours ~~intervals~~ which period shall be considered an opportunity for the employee to improve his/her performance to an acceptable level. ~~Management shall identify the areas of improvement necessary to correct the employee's performance.~~
43. ~~The employee shall be considered to be on a probationary status during the five hundred twenty (520) continuous work hour period following a special evaluation in which his/her performance ranks "less than satisfactory."~~ The employee shall be given a second special evaluation on the completion of the ~~five hundred twenty (520) continuous work hour~~ performance evaluation probationary period. In the event that an employee's performance has not improved, as reflected by the second special evaluation, management, with the concurrence of the Director of Human Resources, may take the appropriate action of:

- (a) demote the employee to a position of lesser responsibilities within his/her expected abilities;
- (b) extend the ~~special~~performance evaluation probationary period ~~for another five hundred twenty (520) hours~~; or,
- (c) terminate the services of the employee.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definitions.

- A. Grievance shall be defined as any matter(s) involving an alleged violation, misinterpretation, or misapplication of this Agreement or of a traditional work practice. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. Grievant shall be defined as the party filing the grievance. For purposes of this Agreement, the party may be an aggrieved employee or Union acting on behalf of an aggrieved employee/employees.
- C. Days shall be defined as calendar days commencing with the day following the filing of the grievance.
- D. Department Head shall be defined as the director of a department.
- E. Immediate Supervisor shall be defined as the individual responsible for the performance evaluation of the employee.

Section 2. Employee Representation.

AFT KANSAS shall be the exclusive representative of all the employees in the bargaining unit for the purposes of the resolution of grievances. Except as provided in Section 5, A, Step 1, below, an employee may have an appropriate representative present to represent him/her at any step of the grievance process if the employee so desires. If the employee is to be represented, the employee

shall be represented by a designated AFT KANSAS representative (AFT KANSAS staff member or officially designated steward).

Section 3. Failure to Respond.

In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievant shall have the right to proceed to the next step of the grievance procedure. The parties may, at any step of the grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing and signed by both parties after reaching agreement. E-mail requests and agreements would also be considered sufficient.

Section 4. Grievance Forms.

All grievances shall be filed on a form to be provided by the Department of Human Resources and incomplete forms shall be returned to the grieving employee for completion. Forms so returned shall be considered as timely filed if the form would have otherwise been timely and the form is returned to the proper management representative within twenty-four (24) hours of rejection.

Section 5. Procedure.

The City and the Union agree to the following exclusive procedure of presenting and adjusting grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits and conditions:

A. STEPS:

STEP 1: The aggrieved employee who believes that a violation, as set forth above, has occurred shall first, within seven (7) days of the incident giving rise to the "grievance" or within seven (7) days of first having knowledge of the incident, informally discuss the "grievance" with the employee's immediate supervisor outside of the bargaining unit.

STEP 2: In the event the grievant believes that the solution offered by his/her immediate supervisor does not resolve the "grievance," the grievant may, within seven (7) days, reduce the matter to writing for presentation to the immediate supervisor. The supervisor shall verify the completeness of the grievance and either signify acceptance or return the form to the grievant with instructions regarding the appropriate information needed to complete the form. Once the immediate supervisor has accepted the correctly completed form he/she will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The supervisor shall have seven (7) days in which to investigate the matter, prepare a written response and provide the response to the grievant by hand delivering the response to the grievant or by placing a copy in the U.S. Postal

Service certified mail addressed to the grievant and simultaneously providing a copy to the Union.

STEP 3: In the event the grievant believes that the written response provided by the supervisor as specified in Step Two, does not resolve the matter, the grievant may, within seven (7) days of receipt of the written response, file his/her grievance with the next higher level of supervision. The next level supervisor accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The supervisor receiving a Step Three grievance shall have seven (7) days to investigate the matter and provide a written response to the grievant. Written responses shall be delivered in the manner as described in Step Two of this procedure. (This procedure must be followed up the chain of command until the grievance is addressed by the department head).

STEP 4: In the event the grievant believes that the written response of the department head does not resolve the matter, the grievant may, within seven (7) days of receipt of the response, file his/her grievance with the Department of Human Resources. The Director of Human Resources or his/her designee accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The Director of Human Resources shall investigate, shall, unless sustaining the grievance, conduct an informal hearing giving all parties an

opportunity to express their positions and shall, within fourteen (14) days, deliver a written resolution as provided in Step Two of this procedure.

STEP 5: Following receipt of the Director of Human Resources' determination in the matter, the union shall have up to seven (7) calendar days to either accept the determination or issue a notice of intent to arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human Resources. The union will provide payment for one-half of the expense to obtain a roster of arbitrators within seven (7) days of the notification of the intent to arbitrate.

- a. The Director of Human Resources shall, within ten (10) days of receipt of the requisite payment, request a roster of arbitrators from the Federal Mediation and Conciliation Service. The Director shall notify the Union of the request. If the Union does not receive notice of the Director of Human Resources' request, the Union may request a roster from the Federal Mediation and Conciliation Service. The request shall state that the roster will consist of regional arbitrators.
- b. The costs associated with fees and expenses of the arbitrator shall be shared equally by the parties. The grievant shall be responsible for the grievant's share of the arbitration costs in the event the grievant chooses not to use AFT KANSAS as their representative.

- c. Failure to submit payment for the roster within seven (7) days of filing a notice of intent to arbitrate will result in a withdrawal of the notice and the matter will be considered settled on the basis of the City's last answer.
- d. The arbitrator shall conduct a hearing into the grievance at a time, place and date mutually agreed on by the appropriate parties. In the event the parties cannot, within seven (7) days of the notification of the arbitrator, agree on a time, place and date for the hearing, the arbitrator shall issue a notice of hearing listing the time, place and date for the hearing.
- e. All documentary evidence and a list of witnesses shall be presented to the opposing party 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 admitted 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, in the event the arbitrator determines to admit such evidence or testimony.
- f. The arbitrator, after hearing all evidence and testimony, shall enter an order resolving the grievance. Such order shall indicate findings, conclusions and a resolution and shall grant the relief

deemed appropriate by the arbitrator. This order shall be final and binding on the parties.

B. Expedited Grievance Procedure. In the event of a termination, the grievant or the Union may pass Step 1, 2 and 3 and file the grievance directly with the Director of Human Resource as indicated in Step 4. All arbitration procedures shall be taken in accordance with the provisions of Step 5 of this Section.

Section 6. Investigation of Grievance(s).

No more than two employees of the City (the aggrieved employee(s) and/or the Union representative(s)) shall be granted on-duty time off with pay to investigate grievances and to facilitate conferences and discussions with City supervisors and/or administrators relating to the resolution of a specific grievance.

Section 7. Grievance Meetings.

All parties shall be afforded an equal opportunity to present facts or arguments pertaining to the matter(s) under consideration in all meetings conducted under the auspices of this procedure.

ARTICLE 6

SENIORITY

Section 1. Definition.

The City shall give full consideration to seniority in all matters relating to promotions, transfers, demotions, reductions in force, layoffs, recall, vacations, and any other action so specified in this Agreement. Seniority shall be applied according to the provisions of this Agreement. Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following categories:

- 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. Department Seniority: The total length of uninterrupted service following the date of assignment to the specific department where the employee is currently employed.
- D. 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 cease if the employee:

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure);
- B. Retires; or
- C. Quits or resigns.
 - 1. Any employee who voluntarily resigns on good terms from the City and returns to work within one hundred twenty (120) days shall receive credit for all City seniority previously accrued (less any time away from work in a non-pay status). Any employee who does not receive direct compensation from the City during the above mentioned one hundred twenty (120) day period shall not accrue seniority during that time. Divisional and classification seniority shall commence on the date the employee returns to work.
 - 2. Employees who leave the service of the City and are re-hired within two years will be given their previous seniority (less any time away from work in a non-pay status) after eighteen (18) months of continuous employment.

Section 3. Seniority List.

Each division head shall maintain an up-to-date seniority list of all employees which shall contain the name of each employee, date of hire, date of entry in the division, and date of entry in 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.

In the event two (2) or more employees have the same Classification Seniority, then Divisional Seniority shall determine the most senior employee. If employees have the same Classification and Division Seniority, then City Seniority shall determine the most senior employee. If employees have the same Classification, Division and City Seniority, then they will draw numbers to determine who has the greater seniority.

Section 4. Seniority of an Initial Hire Probationary Employee.

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

ARTICLE 7

PROBATIONARY STATUS

Section 1. Purpose.

Probation is an integral part of the selection/screening process and shall be utilized for closely observing the performance of the employee, for informing the employee of his/her ability to perform the duties/tasks/responsibilities of the position and for replacing or reassigning an employee whose performance does not meet the required performance standards.

Section 2. Initial Probation.

Initial probationary period shall mean the probationary period served by an employee on a new hire with the City as defined in Article 3. The initial probationary period shall be at least six (6) months in duration, except that such probationary period may be extended for up to a maximum of three (3) months at the request of a division head and with the approval of the Director of Human Resources for performance related issues. During the initial probationary period the new hire shall not be permitted to bid on other positions outside of their department/division until after their probation is completed. Upon the successful completion of their initial probationary periods, regardless of when that occurs during the contract term and whether or not step increases have otherwise been generally authorized for City employees, new hires shall be moved from step 1 to step 2 of the applicable pay matrix.

Section 3. Interim Probationary Period.

Interim probation shall mean a probationary period for promotion, reallocation, voluntary transfer, or demotion as defined in Article 3. The Interim probationary period shall be at least six (6) months in duration.

Section 4. Performance Evaluations During Initial and Interim Probationary Period.

Employees shall receive an oral evaluation of their performance at mid-point of the initial or interim probationary period three (3) months and the required written evaluation prior to the completion of the six months. The evaluation of performance shall be based on standards established by the employee and City as those standards relate to the major duties and responsibilities as listed on the position description.

Section 5. Removal During Probationary Period.

- A. Initial: A department head may remove an employee from a position at any time and for any reason during the initial probationary period. An employee failing to successfully complete his/her initial probationary period shall be considered to be "terminated" for just cause.
- B. Promotion, Transfer, or Reallocation: An employee who does not successfully complete an interim probationary period resulting from a promotion, voluntary transfer, or reallocation shall be returned to

their former position provided that the position remains vacant at the time the employee is determined not able to complete the probationary period. The City shall provide written reasons to the employee stating the basis for the failure of the employee to successfully complete the probationary period. The written reasons shall be provided to the employee at the time the employee is notified of his/her failure to complete the probation. If the former position of the employee has been filled, the employee shall be placed in a comparable position within the department where they were formerly employed if such a vacant comparable position exists within the department. The employee shall be placed in the next available comparable position within City employment if no position exists in the department.

- C. Demotion: An employee who does not successfully complete an interim probationary period resulting from a demotion may be terminated from City employment for just cause.

Section 6. Rights of Employee During Probationary Period.

- A. Initial: The employee may not use the grievance procedure for failure to make initial probationary period.
- B. Interim: The employee may grieve their failure to successfully complete the interim probationary period.

ARTICLE 8

REDUCTIONS IN FORCE

Section 1. Reduction in Force: Lay Off.

A. General. A Reduction in Force is defined as a reduction in the work force due to a shortage of funds, lack of work, abolishment of a position, or other material change in duties or organizational structure. All reductions in force shall be considered to be short term reductions until the employee is returned to duty or all provisions of this Article are exhausted. The provisions of this Article are intended to protect a benefit-eligible employee's tenure and benefits.

B. Order of Separation.

1. Management shall first develop a reduction in force plan which outlines the area(s) that will be impacted by the reduction in force and the number of positions that will be impacted in each job classification in the designated operational area(s). The area may be a department, division, section or unit as determined by management. Order of separation will be within the area designated to be impacted by the reduction in force.
2. When determined to be operationally feasible, temporary employees shall be laid off first. Exceptions may include temporary employees assigned to projects which are not permanent in nature and temporary employees performing seasonal work (i.e. mowing, construction, etc.).

3. The order of lay-off for benefit-eligible employees will occur in the inverse order of their seniority in the classification within the designated area(s).
 4. An employee who has been laid off shall have his/her name entered on a recall list at the time of lay-off and shall remain on the list for a period of three (3) years unless the employee chooses to waive the right to recall.
- C. Required Notice. Employees who are to be laid off shall be given formal written notice at least thirty (30) days in advance of the date of the layoff or at the option of the employer, they shall be given four(4) weeks of salary in lieu of the required notice. The Union shall be given a copy of the layoff notice.
- D. Layoff Options. The Department Head and/or the Union may recommend alternative cutback areas (to any anticipated layoff of employees) to the Director of Human Resources of the City. The City and the Union may enter into an agreement to minimize the effect of general layoffs by:
1. Reducing the total number of working hours of employees;
 2. Reducing the level of payment to current classification;
 3. A rotation layoff system; or
 4. Other variations which may cause minimal impact on services rendered to the public.

E. Bumping. Bumping may occur at the time the employer notifies an employee of his/her pending lay-off. An employee shall notify the City within fourteen (14) days of receiving the lay-off notice of his/her desire to exercise bumping rights. Bumping rights may be exercised by an employee into:

1. any position in a different section of a department which is in the same classification as the classification in which the employee is employed and which is occupied by an employee with less City seniority;
2. any position in a different section in the same or lower classification which was previously held by the employee within the past three (3) years regardless of the department in which the work was performed and the employee occupying the position has less City seniority;
3. any position in the bargaining unit in any classification for which the employee meets the particular position description criteria and the employee occupying the position has less City seniority;
4. any new position created by the City regardless of the classification, when the employee meets the minimum qualifications for the classification.
5. any non-management position, when the employee meets the minimum qualifications for the position. Employees exercising

this option will be moved into a non-benefit eligible, temporary status.

The parties have agreed that the provisions pertaining to bumping rights and interim probation contained in this section will be interpreted in accordance with the arbitration decision issued by Ruth Moscovitch on June 9, 2011. Reference: *FMCS No: 11-50506-8 City of Topeka and Kansas Association of Public Employees Local# 6046*.

F. Recall.

1. An employee who has been laid off and whose name appears on the recall list shall be given the first available vacancy in the same or similar position the employee last held regardless of the department in which the vacancy exists. The employee with the most City seniority in the classification to be recalled shall be given the position in the event there are two or more employees on the recall list.
2. An employee's name may be removed from the recall eligibility list for any of the following reasons:
 - a. Expiration. If the time limit for recall expires.
 - b. Waiver. An employee may elect to waive the right to recall by signing a waiver form provided by the City.
 - c. Forfeiture. Employees forfeit the right to recall if they:
 - (1) Refuse a job in a position that is not more than two pay grades below their position at the time of lay off;

- (2) Fail to notify the City of their intent to accept recall within five (5) calendar days of work notice;
- (3) Out placement assistance by the City results in an offer of comparable employment with an employer other than the City;
- (4) Fail to answer written inquiries from the City's Department of Human Resources; or
- (5) Fail to advise the City of a change of address and/or telephone number within a reasonable period of time of the change.

G. Reinstatement

- 1. Wages. When an employee is recalled he/she shall be paid at the pay grade assigned to the classification into which the position falls and at the step the employee had attained at the time of lay-off plus any adjustments to which they would have been entitled had the lay-off not occurred. If recalled to a lower position, employees shall receive compensation at the pay grade for the classification into which the position falls and at the step which the employee had attained prior to the lay-off.
- 2. Benefits
 - a. Vacation. When employees on lay-off are recalled within the time limits provided in this Article, they will

commence to accrue vacation and shall be credited with any vacation time not paid at the time of layoff.

- b. Sick Leave. Any sick leave accumulated and not utilized at the time of lay off will be reinstated at the time of recall.
- c. Seniority. Employees shall be credited with seniority earned prior to the layoff.

H. Employee Benefits During Lay Off

- 1. Vacation Time. An employee on lay off may elect to be paid for any vacation and/or compensatory time which the employee accrued prior to the layoff, or the employee may choose to “bank” his/her vacation and/or compensatory time until the employee is recalled or the employee otherwise notifies the City of the decision to receive pay for the accrued hours. An employee shall be paid for accrued vacation and/or compensatory time at the base rate of pay of the employee at the time of lay-off. Vacation time does not accrue during the separation.
- 2. Group Insurance. An employee who is laid off may elect to continue group insurance for eighteen (18) months under the Consolidated Omnibus Reconciliation Act (COBRA). Timely payment of premiums will be the responsibility of the employee.

3. Other Benefits. Additional benefits (holiday, health coverage, retirement contribution or other insurance) will neither accrue nor be paid while an employee is laid off.
- I. Grievance. Lay off and demotions necessitated by the conditions listed in this Article shall not be subject to grievance except to contest the order of separation among affected employees.

Section 2. Severance Pay.

- A. General. The purpose of the severance pay policy is to provide temporary relief to employees who have been laid off or to employees whose job has been eliminated through reallocation or reorganization.

~~Severance pay shall be paid as follows:~~

- ~~1. — On a weekly basis following each week of lay-off until the employee has exhausted the number of weeks of severance to which he/she is entitled pursuant to the schedule in Paragraph B of this Section; or~~
- ~~2. — An employee voluntarily waives the right to recall, as described in (F)(2b).~~

B. Severance Pay.

1. Eligibility. Severance pay set forth herein is available only to employees who meet all of the following eligibility requirements:

- a. Employee's position has been eliminated pursuant to the provisions of this Article, Section 1 or 2, and the employee has waived the right to recall;
- b. Employee has been employed with the City for one or more continuous years;
- c. Employee is not continuing to work for the City in a position of equal or greater job classification; and
- d. Employee has executed an agreement and complete release of all claims against the City.

2. Amount.

- a. Eligible employees hired after December 31, 2010, shall be eligible to receive severance pay at the rate of one (1) week of salary for every year of service, pro-rated to the nearest month, but in no case less than four (4) weeks salary and in no case more than twenty-six (26) weeks salary.
- b. Eligible employees hired prior to January 1, 2011, shall be eligible to receive severance pay according to the following schedule:

<u>Length of Service</u>	<u>Separation Pay</u>
-0- Less than 1 Year	-0-
1 Year - Less than 10 Years	One (1) week's salary for each complete year of service, as of the date of separation

Over 10 Years

Two (2) weeks' salary for each complete year of service, as of the date of separation

However, in no case shall severance pay exceed one (1) year's salary. Severance pay shall be calculated using the employee's regular base hourly wage and shall not include any premium payments for overtime, longevity and so on.

c. Disbursement Schedule.

The City may elect to pay severance in a lump sum or make severance payments in equal increments on a pay period basis until the employee receives all severance pay due.

ARTICLE 9

WAGES

Section 1. Pay Period.

Employees shall be paid on a biweekly basis in accordance with the published City of Topeka Payroll Schedule.

Section 2. Wages.

Employees covered by this agreement shall be compensated in accordance with the pay matrices attached as Appendix A and the classification and grade list attached as Appendix B. For calendar year ~~2018~~2021, there will be a one-~~halfquarter~~ percent (~~1/2~~.25%) increase to the pay matrix. ~~For calendar year 2019, there will be a one percent (1%) increase to the pay matrix.~~ For calendar year ~~2020~~2022, there will be a one percent (1%) increase to the pay matrix.

For the calendar years ~~2018, 2019~~2021 and ~~2020~~2022, eligible employees who receive an overall annual performance evaluation of “Meets Expectations” or better rating, shall be granted a one-step increase effective on the anniversaries of their hire dates. Employees who receive a “Needs Improvement” overall performance rating shall be entitled to exercise appeal rights under Article 13, Section 4.

Section 3. Shift Differential.

- A. Day shift workers shall be paid shift differential for all hours worked between the hours of 6:00 PM and 6:00 AM, except as provided in

Paragraph D below.

- B. Night shift workers shall be paid shift differential for all hours worked, except as provided in paragraph D below.
- C. The shift differential shall be ~~fifty~~fiftyseventy-five cents (\$0.~~50~~75) per hour.
- D. An employee who opts to take compensatory time pursuant to Section 7 below shall not be entitled to shift differential pay for the hours designated as compensatory time.

Section 4. On-Call Pay.

- A. On-call is defined as a period of time, outside of an employee's regularly scheduled duty time, when the employee is officially notified of the possible recall to work. Only non-probationary employees shall be required to serve in "on-call" status.
- B. Official notification of an on-call status shall require notification by the appropriate person either in person, by phone, or by memorandum. Employees shall be given a minimum of twelve (12) hours of notification of being placed on on-call duty except for emergency situations. Any failure by an employee officially placed on on-call duty to respond, may result in removal from on-call duty.
- C. Any employee officially on on-call shall be entitled to two (2) hours of pay for every day they are on on-call and three (3) hours per day on

weekends and holidays. On-call pay shall be considered as actual hours worked for FLSA.

- D. A designated on-call employee shall not be entitled to receive on-call pay for the day(s) they were called to work pursuant to the conditions outlined in Subsection E below.
- E. Employees who are serving on official on-call who are called back to work shall be given a minimum of three (3) hours call back pay or the actual number of hours worked, whichever is greater; provided, however, that only one minimum call time allowance shall be provided per twenty-four (24) hours on-call period. An employee shall only be paid for actual hours worked on subsequent calls in a twenty-four (24) hour period. The end of call back time occurs when an employee officially leaves the work site.
- F. When any employee is selected to be on-call, the employee may be provided a City vehicle, while on-call, for the purpose of driving to and from work and/or responding to a call. The privilege of driving to and from work while selected to be on-call shall not be construed to be a taxable benefit.
- G. No employee shall be required to serve in on-call status for any two (2) consecutive holidays. Christmas Eve and Christmas Day shall be considered one holiday for purposes of this Article.

Section 5. Call Back.

The City may call an off duty employee to return to duty in the event conditions necessitate such call back. Employees shall make themselves available for duty as soon as possible, upon such notification, unless they are incapable of reporting to their assigned place of duty.

- A. Call back procedure. Call back to duty shall be accomplished from the voluntary call back list whenever possible and from the involuntary overtime list after the voluntary list has been exhausted. All call back shall be accomplished as set forth in Article 15, Section 9.
- B. Call back pay. All employees covered by this Agreement who are called back to work prior to their normal starting time shall receive their normal rate of pay plus any premium pay as provided for in this Agreement. Any employee called back to work shall receive a minimum of three (3) hours call back pay or the actual number of hours worked, whichever is greater. Except in cases of emergencies, work schedules will not be changed to avoid the payment of overtime by utilization of the call back procedure.
- C. Work at Home. In the event an employee is called at home to perform work that may be accomplished there, he or she shall be compensated by the payment of one (1) hour of call back pay for the first call received and fifteen (15) minutes, or the actual time worked, whichever is greater, for each ensuing call during the same **contiguous**

~~off-duty period ending with the employee's next regular reporting time~~
twenty-four (24) hour period.

Section 6. Hazardous Duty Pay.

A committee shall be established to review the nature of the duties assigned to each classification in this unit and to identify those duties of a particularly hazardous nature. The committee shall be comprised of equal numbers of members (not to exceed six (6) in total) appointed by the City and the Union. The committee shall be responsible for reporting their findings back to the negotiating team of the City and the Union who shall utilize that information in the development of a contract subsection addressing hazardous duty pay.

Section 7. Overtime Compensation.

- A. Employees who are in pay status in excess of 40 hours in a work week shall be paid one and one-half (1 1/2) times their regular pay for all such excess hours, or, at the option of the employee, subject to concurrence by the employer, they shall be given compensatory time off at a rate of one and one-half (1 1/2) hours for each such excess hour. Use of compensatory time will be permitted within a reasonable period if it does not unduly disrupt the operations of the Department/Division. Use of compensatory time may only be at the employee's request and not forced or scheduled by any supervisor.

- B. 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.

Section 8. Classification/Pay Grades/Unit Placement.

- A. Establishment of New Job Classifications. The City and the Union herein agree that the City may, from time to time, establish new job classifications consisting of duties similar to those currently being performed by bargaining unit members or create a new level of classification within an existing classification “career ladder” which is currently placed within the appropriate bargaining unit. In such an event the City shall notify the Union of the intent to take the action and shall then meet with the Union representatives to determine compensation levels for the new “classification”.

Any new classification and determined pay grade shall automatically be included within the bargaining unit and the Memorandum of Agreement existing at that time shall be considered amended to include the new classification. All rights under the Memorandum of Agreement shall be automatically extended to employees hired into the new classification.

- B. Unit Placement of Newly Created Job Classifications. The City agrees to submit a listing to the Union of any classification created by the City after the effective date of the Agreement for consideration of

bargaining unit placement. The listing shall include job or position descriptions and classification specifications. The Union shall be granted a period of thirty (30) days from receipt of the proposed classification in which the Union may notify the City of its belief that such classification should appropriately be placed within the established bargaining unit governed by this Agreement. The parties shall meet to seek agreement of the placement of the classification within the Unit. Any dispute concerning placement of a new classification within the established Unit shall be submitted to the Kansas Public Employees Relations Board (PERB) as set forth in the provisions of K.S.A. 75-4321 et. seq. Nothing in this section shall be construed as a prohibition to filling the position during the dispute resolution procedure undertaken by the PERB; provided the thirty (30) day period as set forth above has passed.

C. Job/Classification Reviews. The City may redefine, consolidate and/or otherwise modify or create the classifications and recognized job classifications pursuant to the provisions of Article 9 of this Agreement. An employee may request a review of his/her classification placement and/or position description by filing a written request with the supervisor/department head. In the event the employee does not believe the appropriate consideration has been given to their request, or the supervisor/department head disagrees with the employee's request or fails to forward the request to the

Human Resources Department, the employee shall have the right to forward their request directly to the Human Resources Department. All reclassification and re-allocation requests presented by the department head or employee to the Human Resources Department shall be made in compliance with the policy and procedures in effect for the calendar year. The Human Resources Director shall cause such a review to be made within thirty (30) days of the request and shall provide the written results to the department head and employee.

Section 9. Bilingual Certification Pay.

Effective January 1, 2015, Management may select employees to serve as Certified Bilingual Employees. Management shall determine the specific language that is needed and the number of certified employees for each language based on department operational needs. Certification shall be based on standards for sworn testimony in the use of the particular language in the Shawnee County District Court. The City will pay the onetime certification fee for obtaining certification. Certified bilingual employees shall receive a bi-weekly bilingual pay of twenty-three dollars and eight cents (\$23.08), for the duration of the bilingual assignment by management.

Use of certified bilingual employees is at the sole discretion of the department. Employees who are receiving bilingual pay and decline a request to assist or who no longer meet the certification criteria will be removed from eligibility as a certified bilingual employee. Bilingual pay for employees removed

from eligibility to act as a certified bilingual employee will cease at the time eligibility ends.

Section 10. International Property Maintenance Code Certification Pay.

Effective January 1, 2015, Property Maintenance Inspector employees who receive and maintain the International Property Maintenance Code Certification will receive a bi-weekly certification pay of twenty-eight dollars and eighty-five cents (\$28.85).

ARTICLE 10

ABSENCE FROM DUTY

Section 1. Sick Leave.

- A. Eligibility. All benefit eligible employees are eligible for sick leave benefits. Employees must be performing assigned duties or on authorized paid leave in order to be eligible to accrue sick leave.
- B. Accrual Rate.
 - 1. The hourly accrual rate for a 40 hour employee shall be .04625. The number of hours worked in each pay period shall be multiplied by the above listed accrual rate in order to determine the number of sick leave hours accrued in a specific pay period up to a maximum of 3.70 hours per pay period for a forty (40) hour employee. Part time employees working a regular schedule consisting of less than forty (40) hours per week shall accrue up to a maximum of the prorated share of the number of hours for which they work. (Example: 1/2 time employees may accrue up to a maximum of 1.85 hours per pay period and a total maximum accrual of 520 hours.)
- C. Accrual and Balance. The maximum accrual allowance for sick leave shall be one thousand forty (1,040) hours for a full-time forty (40) hour employee. No minimum balance is required, but employees who fall below a three-day reserve will be notified by their supervisors of that status.

- D. Payment. An employee shall receive compensation for sick leave usage if the employee is utilizing sick leave in compliance with the provisions of paragraph E of this section. Employees who wish to receive compensation for sick leave shall notify their duly authorized supervisors -- at pre-established email addresses or time-recording, voice-mail equipped telephone numbers -- of their illnesses at least one hour prior to the start of their assigned shifts, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit, or prior to leaving the work site. The reimbursement request may be subject to reasonable audit, confirmation, and approval by the duly authorized supervisor. Requests for sick leave usage submitted more than two (2) working days after the employee returns to work may not be honored and claims submitted following termination of employment may not be honored. 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.
- E. Acceptable Use. Sick leave may only be utilized by an employee in order to be compensated for absences during an employee's regular or normal work schedule under the following circumstances:
1. Sick leave may be allowed in minimum one quarter-hour increments when an employee is unable to perform duties due to personal sickness or injury, the illness or injury of an immediate

family member, as defined in Article 3, L of this Agreement or the need for medical, dental or other routine, diagnostic or remedial treatment by the employee or immediate family member; or

2. Sick leave may be utilized if an employee is quarantined, directly exposed to a contagious disease or whose injury may endanger or jeopardize the attendance or welfare of other employees; or

3. Employees who are utilizing sick, vacation or other paid leave as a supplement to temporary total worker's compensation in order to receive a full pay check shall accrue sick leave at the appropriate rate as set forth above for the maximum number of hours for which the employee was hired to work; provided that the amount of pay for the supplemental paid leave and pay from worker's compensation total to an amount of pay equal to the employee's regular or normal pay.

4. Non-Emergency Situations. Non-emergency situations shall be defined as those instances when an employee has occasion to schedule dental or medical appointments, etc., as a matter of no urgency and no hardship will result if the employee waits several days before the appointment. An example is the annual physical examination. 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 their supervisor as soon as the time of the appointment is known.

F. How/When To Request Use.

1. Non-Emergency Use of Sick Leave.

- a. Shall be requested at least forty-eight (48) hours in advance of the anticipated absence.
- b. The employee must request the usage of non-emergency leave in writing on a form provided by management by filing the completed leave request with the employee's supervisor prior to leaving the job site.

2. Emergency Use of Sick Leave.

- a. The employee shall notify his or her supervisor -- at a pre-established email address or time-recording, voice-mail equipped telephone number -- of the employee's unavailability for work at least one hour prior to the start of the work shift, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit.
- b. The employee shall request the use of sick leave prior to leaving the work site in the event the employee becomes ill on the job and, if possible, complete a sick leave request form prior to leaving the job site.

- c. In the case of either 1 or 2 above, the employee must complete and file a sick leave request form with their supervisor within two working days from the date the employee returns to work or the use of accumulated sick leave shall not be allowed.

G. Special Conditions.

- 1. Employees shall not be charged for sick leave use for:
 - a. medical appointments or therapy scheduled during regularly scheduled working hours authorized by Risk Management as a result of a worker's compensation claim or as authorized by the Human Resources Director.
 - b. Medical consultations required by management under provisions of Article 13 Section 16, Fitness for Duty.
 - ~~c. An employee shall be allowed pay in accordance with the provisions of this article for absence from scheduled time necessary because of quarantine.~~
- 2. Employees shall not be compensated for medical appointments or therapy which is scheduled during non-duty work hours.

- H. Return to Work. A forty (40) hour employee who utilizes five (5) or more consecutive work days of sick leave shall report to the Department of Human Resources prior to returning to work. The employee shall report to the Department of Human Resources for a return to work permit at some time prior to the normal start time of

the employee. Representatives of the Department of Human Resources may require the employee to report to the City Medical Advisor to obtain a release to return to work. Employees so cleared to work by the City Medical Advisor will be compensated at their regular rate of pay from the time they first reported to Human Resources or their normal start time, whichever is later; employees not cleared, on the other hand, will be continued on personal Sick Leave.

I. Abuse of Sick Leave.

1. Any use or requested use of sick leave for purposes other than those specified in this Article or usage which establishes a consistent or continual unavailability for work shall be considered abuse of sick leave pursuant to the procedures contained in paragraph 2 below.
2. Employees who establish a pattern which gives the appearance of leave abuse or who are suspected of sick leave abuse shall be referred by their supervisor to the Department of Human Resources for review and possible referral to the City Medical Advisor for consultation. The City Human Resources Director or the Medical Advisor may require an employee to provide a statement from a medical doctor showing:
 - a. The date the employee was treated;

- b. A statement indicating the extent or seriousness of the illness or injury was serious enough to prevent the employee from being available for work;
 - c. Date(s) the employee was unable to work because of the illness or injury; and
 - d. Date the employee may return to work to assume full duties.
- 3. Failure to provide the medical statement as required above may result in disciplinary action which may include termination, provided however, that the City's Medical Advisor, for good cause shown, may waive the doctor's statement. For the purpose of this section the doctor's statement must be from a medical doctor as defined in Article 3.
- J. Inter-departmental and Intra-departmental Transfer. An employee who is transferred, promoted, demoted or otherwise reassigned shall be entitled to retain accrued sick leave.
- K. Payment Upon Retirement. An employee retiring under the Kansas Public Employee's Retirement System (KPERs), or the federal social security system may upon request be paid for thirty-five (35%) percent of eligible accrued sick leave up to a maximum payment of four hundred (400) hours for forty hour (40) employees at their respective prevailing rate of pay. For the purposes of this section the Human

Resources Director shall define "retirement" as established by KPERs, or the federal social security system.

L. Sick Leave Incentive.

1. Personal Leave Day for Perfect Attendance. Employees shall be granted one day of personal leave for each four consecutive months of perfect attendance, provided, however, that none of the months may overlap into another month period. The employee may accumulate up to three personal leave days for this purpose annually. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of the department head.
2. Payment for Unused Sick Leave. An employee may be paid for all accrued sick leave hours in excess of 1040 hours as of December 31 in each calendar year, provided, however, no employee exercising the provision of personal leave days as set forth above may elect to be paid for hours in excess of 1040 hours. Payment for accrued sick leave hours shall be made at a rate of 50% of the employee's base hourly rate of pay (no premium pay), on the first pay day of the year following the last Sick Leave Accrual from the prior year of accrual. Request for payment must be made pursuant to the established procedure

for requesting and submitted to Human Resources no later than December 1st.

3. Part-time benefit eligible employees working a regular schedule consisting of less than forty (40) hours per week may be paid for all accrued sick leave hours in excess of the pro-rated maximum accrual as calculated in Section 1.B.1. of this article.

M. 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 payment of sick leave benefits or other paid leave usage, provided the other employer is insured, and further provided a Worker's Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount of leave paid by the City.

N. Extended Sick Leave.

1. General. All employees who have satisfied their initial probationary period and are benefit eligible shall receive extended sick leave benefits. Extended sick leave benefits may only be used by employees who will not be returning to work due to a diagnosed terminal illness.
2. Amount. Extended sick leave benefits shall consist of five hundred twenty (520) hours of sick leave for full time employees and three hundred ninety (390) hours of sick leave

for employees who are not full-time. An employee who returns to work after using all or part of these benefits shall not receive additional extended sick leave benefits.

3. Eligibility and Payment. A terminally ill employee may use extended sick leave benefits based on the normal scheduled hours for that employee's position. The terminally ill employee shall not be paid extended sick leave benefits unless that employee no longer has accrued sick leave or vacation leave available for use. A terminally ill employee who is using extended sick leave benefits shall not be considered an employee in "pay status" as defined in Article 3 of this Agreement.
4. Termination. An employee's receipt and/or usage of extended sick leave benefits shall terminate or be proportionally reduced when the employee receives other disability benefit payments, including, but not limited to KPERS and/or Social Security. An employee receiving extended sick leave benefits shall be obligated to inform the Department of Human Resources when such disability benefit payments are received.
5. Death. The death of an employee receiving extended sick leave benefits shall cause the benefits to cease. The deceased employee's heirs and/or estate shall not be entitled to either any

unused extended sick leave benefits or the continuation of benefit payments.

6. Return to Employment. An employee returning to work shall be required to repay all extended sick leave benefits collected while on extended sick leave either from future leave accruals, by payroll deduction or other cash repayments. The Human Resources Director shall enter into an agreement with the returning employee regarding the method and frequency of repayment.

Section 2. Emergency Leave.

- A. Eligibility. All benefit eligible employees may request and be granted the use of emergency leave.
- B. Hours Available.
 1. Full time employees (40 hour), shall receive three (3) working days with pay of funeral leave and up to three (3) working days with pay for family crisis leave per occurrence.
 2. Part time employees may receive up to the number of hours normally worked by the part time employee in an average three day period as family crisis or funeral leave.
- C. Acceptable Use.
 1. Family Crisis Leave. Family Crisis Leave may be used in the event the health or welfare of the employee's immediate family

is threatened by an occurrence of a natural disaster such as fire, flood, tornado, etc., household fire, or life threatening emergency health problems of the employee's immediate family as defined in Article 3, L. In addition, the City and the Union agree that the City may require that an employee requesting ~~such~~ usage for emergency health problems supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening; or, if usage is for a natural disaster or household fire, documentation of the event, including but not limited to insurance claims, repair invoices, receipts, photos, etc.

2. Funeral Leave. Funeral leave may be used in the event of a death in the employee's immediate family, as defined in Article 3, L of this Agreement, in order to make arrangements for or to attend the funeral.

D. Procedure for Requesting.

1. Employees shall request the use of family crisis leave or funeral leave in advance of the date requested for the commencement of the leave unless circumstances make it impossible for an advance request to occur. In all emergency requests the employee must request the use of family crisis leave or funeral leave within twenty-four (24) working hours of returning to work.

2. Eligible employees may obtain a request form from the Department of Human Resources.
 3. Request forms must be completed in full, signed by the employee and returned to the division head of the division wherein the employee is assigned.
- E. Conditions Necessary for Approval. Approval shall be contingent on the concurrence of the department head, who may establish department policies to require documentation for proof of leave.
- F. Special Conditions.
- Family Crisis Leave. The number of hours to be granted for family crisis leave shall be determined by the department head to the extent necessary for the employee to deal with the crisis and such determinations shall be subject to the grievance procedure contained within this Agreement.
- G. Return to Work. An employee shall return to work on their next regularly scheduled work day following the use of funeral leave or family crisis leave at the time and date agreed upon by the department head and the employee or if the employee does not secure approval for the use of additional accrued leave, shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 3. Vacation.

The earning of vacation leave is pre-conditioned by the provisions of this Section relating to maximum carryover and payment.

- A. Accrual Rate. 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 week):

Length of Service	Hours Earned Per Pay Period	Hours Earned Annually
First 4 years	3.70	96
5th - 9th years	4.62	120
10th - 14th years	5.54	144
15th - 19th years	6.47	168
20th - 24th years	7.39	192
25th - 29th years	8.31	216
30th – after	9.24	240

- B. Special Conditions.

1. Employees serving on an initial probationary period shall not accrue vacation time, provided, however, that all employees shall be credited with forty-eight (48) hours of vacation leave on successful completion of their initial probation period of six (6) months. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve

an extended probationary period until the employee has successfully completed all required initial probationary time.

2. Employees must be performing assigned duties or on authorized paid leave in order to accrue vacation leave.

3. Employees shall be credited with vacation leave after completion of the initial probationary period, by pay period, at the rate specified above for every hour in which the employee serves in pay status during the pay period. No employee, regardless of the number of hours worked in any pay period, shall accrue vacation leave in excess of the number of hours they normally work or for which they were hired to work.

4. Length of service shall include all time worked for the City of Topeka as a benefit eligible employee without a break in service of one hundred twenty (120) days or more.

5. Employees who are utilizing sick, vacation or other paid leave as a supplement to temporary total Worker's Compensation in order to receive a full or regular pay check shall accrue vacation time at the appropriate rate for the maximum number of hours for which the employee was hired to work; provided that the amount of pay for the supplemental paid leave and pay from Worker's Compensation total to an amount of pay equal to the employee's regular or normal pay.

6. An employee may carry over a maximum of two hundred forty (240) hours of vacation from year to year.

7. An employee who is denied a reasonable time to take vacation leave and when such denial results in the employee's accrual amounting to vacation hours in excess of the hours allowed in paragraph 6 above shall be allowed to carry over the excess hours requested and denied. These excess hours shall be utilized in the first quarter of the year following the year in which the employee was denied the use of vacation leave.

8. Any employee who is allowed to carry over excess hours as provided in paragraph 7 above shall be paid for all such excess hours at his/her regular rate of pay if the employee is denied a reasonable opportunity to take such vacation leave during the quarter provided above. The burden of proof that the employee made a good faith effort to utilize the excess hours in the quarter provided shall be on the employee.

C. Acceptable Use. Vacation leave may be allowed in minimum one quarter-hour increments.

D. How and/or When to Request Use.

1. Requests for the use of vacation time shall be made on a "Request for Leave" form.

2. Requests for the use of vacation time shall be made to the employee's immediate supervisor.

3. Requests by forty (40) hour employees for five (5) or more consecutive work days of vacation leave shall be made at least seven (7) work days in advance of the requested leave except for extreme emergency situations. The supervisor shall either approve or deny in writing the

vacation request as soon as reasonably possible but no later than two (2) work days after the day the vacation request is made by the employee.

4. Requests by forty (40) hour employees for the use of less than five (5) consecutive work days of vacation leave shall be made, whenever possible, at least forty-eight (48) hours prior to the requested leave except for extreme emergency situations. As soon as reasonably possible, but no later than twenty-four (24) hours after the request is made by the employee, the supervisor shall either approve or deny in writing on the "Request for Leave" form the vacation request made by the employee. Requests made within 48 hours may and should be granted if the needs of the Department or Division so permit.

5. Employees shall be granted sixty (60) days, January 1 through March 1, in which to reserve specific dates for vacation leave. Once approved, the vacation dates may not be canceled by the City except under extreme emergency conditions. Division seniority shall prevail in the event two or more employees request to reserve the same vacation dates and the appropriate member of management determines that not all employees may be given vacation leave on the requested date.

6. Approval of vacation leave requests made subsequent to March 1 in any calendar year shall be subject to a "first come--first serve" basis without regard to length of service.

E. Return to Work. An employee shall return to work on their next regularly scheduled work day following the use of vacation leave at

the time and date agreed upon by the employee and department head or, if the employee does not secure approval for the use of additional accrued leave, the employee shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 4. Leave of Absence Without Pay.

A leave of absence without pay is a predetermined amount of time away from work and approved in conjunction with appropriate subsections. A leave of absence without pay shall not extend beyond twelve (12) calendar months. A leave of absence without pay is considered a privilege and the best interests of the City shall be the determining factor in deciding whether or not such leave shall be granted.

- A. Eligibility. All benefit eligible employees may request and be granted the use of a leave of absence without pay.
- B. Acceptable Use. A leave of absence without pay may be granted for leaves of the following nature:
 - 1. Medical reasons;
 - 2. To attend an educational institution;
 - 3. Family leave, in accordance with the provisions of the Family and Medical Leave Act (FMLA); or
 - 4. Other valid reasons as determined by the Human Resources Director.
- C. Procedure for Requesting.

1. Leave agreements must be completed in full, signed by the employee and returned to the Human Resources Department.
2. Leave agreements for medical reasons must be accompanied by a signed statement from the attending physician stating the nature of the illness and the anticipated length of the leave.
3. Leave agreements for reasons other than medical purposes must be accompanied by a statement of the anticipated length of the leave, a clear and concise statement of the purpose for the leave and the Human Resources Director may require documentation to substantiate the purpose for which the leave is requested.
4. All requests for a leave of absence without pay must receive approval prior to the requested leave commencing, provided however, that a leave for emergency medical purposes must be made by the employee or a representative thereof within twenty-four (24) hours of the commencement of the leave.

D. Special Conditions.

1. Approval shall be contingent on the approval of the Human Resources Director and concurrence of the department head for non-medical related leaves of absence.
2. The employee will be required to have exhausted all applicable accrued leave in order to receive an unpaid leave of absence.
3. Any absence of an employee without prior approval, a leave of absence or the appropriate use of leave shall be considered

unauthorized leave and may be subject to the appropriate disciplinary action up to and including termination.

4. Absences without proper notification and/or advanced approval in accordance with established procedures of three (3) or more consecutive days shall be considered job abandonment and will be considered a voluntary resignation by the employee.
5. Any employee who is on a leave of absence without pay shall:
 - a. Pay the full premium (both employer and employee share), for health, prescription drug, dental and other insurance premiums (provisions for a FMLA may vary);
 - b. Not receive service credit for retirement or for seniority purposes; and
 - c. Not accrue sick, vacation or other types of leave.
6. An employee who is granted a leave of absence without pay and who does not subsequently report back to work on or before the predetermined date, or who does not receive an approved extension, or who receives unemployment or disability compensation, if not physically incapacitated, shall be considered to have voluntarily resigned from employment with the City.
7. An employee who is granted a leave of absence without pay in excess of three (3) months is not guaranteed to return to the position they left. If business necessity requires the City to fill

the position during the leave of absence which exceeds three (3) months, the City agrees to consider employees for vacant positions for which they are fully qualified, if vacancies exist. If no vacancies exist at that time, the employee may receive consideration for future vacancies for a period of six (6) months following conclusion of the leave of absence. If a position is formally eliminated or reclassified while an employee is on an unpaid leave of absence, the employee shall relinquish any claim or entitlement to their previous position, but may be considered for vacant positions for which they are fully qualified for a period of six (6) months following conclusion of the leave of absence.

Section 5. Voting Leave.

- A. Eligibility. All employees may request and be granted the use of leave for voting.
- B. Hours Available.
 - 1. Eligible employees may request and may receive up to two (2) hours of paid leave for voting.
 - 2. Leave for voting shall only be granted to those employees whose work schedule results in a situation wherein the employee has less than two (2) consecutive hours free from work during the period of time the polling place is open for voting.

3. The total amount of leave for voting shall not exceed the time necessary to amount to two (2) consecutive hours when added to the amount of time from the opening of the polls until the employee's scheduled start time or the end of the employee's shift until the closing of the polls.
- C. Acceptable Use. Leave for voting may only be used for casting a ballot in a primary, special, or general election held in the State.
 - D. Procedure for Requesting. Eligible employees may request leave for voting from the department head or designee of the department wherein the employee is employed.
 - E. Conditions Necessary for Approval.
 1. No more than two (2) hours may be approved for leave for voting if the conditions as outlined in this Article are met.
 2. Leave to vote shall be granted to forty (40) hour employees either at the start or the end of the employee's shift. Leave to vote shall be granted during the time the polls are open.
 - F. Return to Work. An employee who is granted leave to vote shall return to work at the time agreed upon by the department head and the employee or shall be marked as an unauthorized leave and appropriate disciplinary action shall be taken.

Section 6. Personal Leave Day.

Two annual personal leave days will be granted each full-time member of the bargaining unit. Part-time employees shall receive a prorated share of a personal leave day based on the number of hours they were hired to work in a work week.

- A. Personal Leave Defined. A personal leave day for forty (40) hour employees shall be eight (8) consecutive hours and for part time employees shall be the prorated share of eight hours based on the number of hours the part-time employee was hired to work.
- B. Special Conditions.
 - 1. In order to receive the personal leave day, a member of the unit must be employed on January 1 of the calendar year and have successfully completed their initial new hire probationary period.
 - 2. An employee shall be allowed to take a personal leave day on any day of the week without prejudice or discrimination, but subject to personnel needs. The City will make every effort to afford the leave day requested.
 - 3. A personal leave day is not an earned wage and failure to use the personal leave day shall not be compensable. Any unused personal leave at the close of each calendar year must be requested by the employee and taken during the period of January 1 through April 30. An extension may be granted with approval of the Human Resources Director.

- C. Request for Taking a Personal Leave Day. Employees shall make a request to their immediate supervisor for taking a personal leave day at least two (2) working days in advance of the requested personal leave day.
- D. Approval of a Personal Leave Day. Supervisors shall insure that all approved vacation days receive priority over granting personal leave days. Approval of an employee's request to take a personal leave day shall be at the discretion of the division supervisor and the denial of the employee's first request in a calendar year shall not be subject to grievances. Denial of an employee's second request for taking a personal leave day shall be subject to the grievance procedure.

Section 7. Holiday Leave.

- A. Eligibility. All benefit eligible employees shall be granted holidays pursuant to the schedule and in compliance with the rules listed below.
- B. Definitions. "Designated holiday" shall mean the official holiday as listed in item 3 below or the alternate holiday as provided for in item 4 below, whichever is applicable.
- C. Official Holidays
 - 1. New Year's Day
 - 2. Martin Luther King's Birthday
 - 3. Memorial Day
 - 4. Independence Day
 - 5. Labor Day

6. Veterans' Day
7. Thanksgiving
8. Friday immediately following Thanksgiving
9. Christmas Eve Day
10. Christmas Day

The Governing Body may designate additional dates as holidays, by resolution, on a temporary schedule, not to exceed one calendar year.

D. Alternate Holidays. Employees shall be given an alternate day off when the official holiday falls on their normal or regularly scheduled day off.

1. The alternate holiday for employees regularly scheduled to work Monday through Friday shall be Friday when the official holiday falls on a Saturday and shall be Monday when the official holiday falls on a Sunday; provided however, that the Director of Human Resources may designate alternate days other than Monday and Friday.
2. Employees who regularly work a schedule other than Monday through Friday shall be given an alternate day off when the official holiday falls on their regularly scheduled day off. The alternate day off shall be designated by the department or division head in the department where the employee is employed.

E. Holiday Hours to be Observed. All official and/or alternate holidays shall commence at 12:01 AM on the designated or alternate day and shall end at 12:00 PM on the day of the designated or alternate holiday.

F. Compensation for Work on a Holiday.

1. Non-exempt full-time and/or part-time employees required to work on their designated or alternate holiday shall be paid two times their regular base hourly rate for all hours worked in addition to their normal or regular pay for the holiday. Provided, however, that the employee, with the approval of the division head, may elect to receive compensation and/or a vacation credit for a cumulative total of not more than two (2) times the number of hours worked on a designated or alternate holiday.
2. Full-time employees shall receive eight (8) hours of regular holiday pay and part-time essential employees shall receive a prorated share of the eight (8) hours based on the number of hours they were hired to work.
3. Non-Exempt employees who are receiving temporary total Worker's Compensation shall receive holiday pay in an amount which when added to the amount received from Worker's Compensation shall equate to a full day's pay for the effected employee without charging the employee's other leave accounts.
4. Employees shall receive double time for hours served in an on-call status on a designated holiday.

G. Special Conditions. An employee must be in pay status on the day before and the day after the designated holiday in order to receive holiday pay, provided, however, that part-time employees shall be exempted from this

condition if they are not regularly scheduled to work the day before or the day after a holiday.

Section 8. Compensatory Leave.

- A. Accrual. Benefit-eligible employees may earn compensatory leave accrual in lieu of hard dollar payment for overtime hours when offered by Management at a rate of one and one half (1-1/2) times the number of hours worked in excess of forty (40) hours in a week.
- B. Maximum Accrual. An employee may accumulate up to a maximum of two hundred forty (240) hours of compensatory time and may carry over two hundred forty (240) hours of compensatory time from one calendar year to the next year.
- C. Acceptable Use. Compensatory leave may be taken on request of the employee with the approval of the immediate supervisor. Compensatory time will only be used upon request of the employee. The employee will not be forced to use or scheduled to use compensatory time by any supervisor. Use of compensatory time will be permitted within a reasonable period if it does not unduly disrupt the operation of the department/division.
- D. How and/or When to Request Use.
 - 1. Request for use of compensatory time shall be made on a "Leave Request" form.

2. Request for use of compensatory time shall be made to the immediate supervisor.
 3. Whenever possible, requests for compensatory time shall be made at least forty-eight (48) hours prior to the requested leave except for extreme emergency situations.
- E. Special Conditions. An employee shall be paid for all accrued compensatory time at their regular hourly rate of pay, excluding any premium pay, on termination of their services from the City.
- F. Return to Work. An employee shall return to work on their next regularly schedule work day following the use of compensatory leave at the time and date agreed on by the department head and the employee or if the employee does not secure approval for the use of additional accrued leave, shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 9. Court Leave.

AFT KANSAS and the City recognize two types of court appearances that its employees may be required to attend. Those are appearances which are duty related and those which are part of civic duty. The parties further recognize two times when the employee must attend those appearances. Those are during duty time and those which are during non-duty time. The following is a summary of compensation or lack of compensation to be received by an employee of the City for attendance at those appearances.

- A. Duty time – Duty related: The employee shall receive regular pay and overtime if applicable. Any money received by the employee from the court as a result of the appearance shall be returned to the City. The employee shall return to work at the completion of the appearance if normal work hours have not expired.
- B. Duty time – Civic Responsibility: The employee shall receive regular pay and return any money received from the court to the City, or may opt to retain the court pay in exchange for their regular pay. The employee shall return to work at the completion of the appearance if normal work hours have not expired.
- C. Non-Duty time – Duty Related: The employee shall receive one (1) hour travel time and two (2) hours “show up” pay or actual time spent, whichever is greater, for testifying or waiting to be called as a witness, provided, however, that such compensation shall be limited to one morning and one afternoon session per day and to a single travel payment if attendance is continuous, except for a meal break, from one to the other. Appearances immediately before or immediately after and contiguous to a regular shift shall be treated as an extension thereof and not separately eligible for either the travel or “show up” allowance. Any pay provided by the court shall be returned to the City.
- D. Non-Duty time – Civic Responsibility: The employee shall receive no pay from the City but shall retain any pay provided by any court, including municipal court.

- E. Non-covered Appearances: If an employee is a voluntary plaintiff in a civil matter, a defendant in a non-job related matter, or appears as a voluntary expert witness other than as a part of their job, the employee may request the use of vacation time or leave without pay.

Section 10. Military Leave.

A. Temporary Training Period.

1. General. An employee who is a member of a military reserve organization or national guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The employee shall provide appropriate documentation of orders to attend any training, citation of the training, and any related information as may be required to fully clarify the absence.
2. Reimbursements. The maximum reimbursement for any military leave shall be the difference between the base pay less special allowances which an employee would normally receive in one pay period and the amount received from the military. There shall be no City reimbursement if the military pay is equal to or greater than City pay. For a typical forty (40) hour employee, for the purpose of calculating the maximum allocation, the pay period would be a maximum of ten (10) working days of eight (8) hours per day excluding any overtime consideration;

provided, however, these maximum amounts shall be less than the full possible allocation in the event the individual is assigned to less training proportionately. Employees shall be reimbursed only for those days they would normally have been assigned to work during the time of the military assignment.

B. Active or Extended Military Assignment.

1. Reimbursement. No City compensation shall be allowed for any persons 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 Governing Body may authorize City reimbursement for the duration of such active service not to exceed the difference between City and military pay.
2. Military Leave as Leave of Absence without Pay. Employees may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable State and/or Federal laws governing such leave. The absence is considered a leave of absence without pay. Employees will be allowed to continue in employment following completion of such service unless, within thirty (30) days of completion, they opt to resign formally from a position or fail to notify the City of their intention to continue in employment, at which point all obligations with the City shall cease. Benefits do not accrue during this leave of absence without pay. The intent of this provision, unless superseded by

State or Federal law, is not to encourage a different career opportunity. Employees shall provide appropriate documentation of orders and complete a leave agreement.

Section 11. Leave for Political Activity.

A. Employees choosing to seek election to the office of Mayor or City Council member shall request vacation leave or request a formal leave of absence from their position with the City for a period of time consistent with any campaign.

B. While on duty, employees shall refrain from active political campaigning of any type including wearing political buttons, distributing campaign materials, or similar activities.

C. Nothing herein shall be construed to prevent or prohibit City employees from exercising their rights as citizens to express publicly or privately their opinions or to cast their votes.

Section 12. Leave Due to Inclement Weather Emergency Absence.

A. If an employee determines he/she cannot report to work, reports to work late, or leaves early due to weather conditions and a Declaration of Inclement Weather has not been issued by the City Manager, the employee should follow departmental policy for reporting his/her absence. Absence due to an employee's inability to report for scheduled work ~~because of severe inclement weather or conditions caused by severe inclement~~due to weather conditions shall be charged to one of the following leave accruals: compensatory time, accrued vacation leave,

or leave without pay, provided that an employee may request to use leave without pay rather than paid leave.

B. In the event of a snow or other emergency declaration by the City Manager or their designee whereby employees designated as “non-emergency” are directed to stay home with pay without assessment of personal leave, employees directed by management to work and who do report to work shall receive Inclement Weather Pay equal to the same number of hours as those excused from duty in addition to the employee’s regular rate of pay for hours actually worked. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift. Any employee who, before the snow or other emergency declaration was made, requested vacation or other time off, will not be eligible for Inclement Weather Pay unless they are directed by management and do report for work. Inclement Weather Pay is paid at the employee’s regular rate of pay and is not considered hours worked for purposes of overtime.

Section 13. Administrative Leave.

The Human Resources Director may place an employee on administrative leave with or without pay.

Section 14. Union Leave.

- A. Six (6) members of the bargaining unit, plus the currently-elected President of Local 6406, shall be allowed to attend union functions, such as but not limited to, steward school or organizational drives, provided

that staffing levels are not unreasonably and unduly affected as determined by Management. Any such time off shall be without pay.

- B. Six (6) members of the bargaining unit, plus the currently-elected President of Local 6406, shall be granted paid time from duty for attending any scheduled negotiation sessions and Management meetings. It is agreed that time off for Union-City joint meetings, including reasonable travel time, is considered time worked for the purpose of calculating continuous seniority.
- C. A pool of forty eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National union meetings.

ARTICLE 11

HEALTH AND SAFETY

Section 1. General Provisions.

It is the policy of the City 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 interest 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. If an employee has justifiable reason to believe that their safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform their immediate supervisor who shall have the responsibility to determine what action, if any, should be taken. In the event that the threat to the employee's health and safety is immediate in nature, the supervisor shall notify the department or division head or his/her designee, who shall investigate the hazard and make a determination on the safety issue prior to the time the employee may be required to continue the work. In furtherance of this policy, a joint Union-Management Health and Safety Committee shall be established for the City. The joint Health and Safety Committee shall meet on a quarterly basis or upon request of either party and shall be comprised of one (1) AFT KANSAS member from each department 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 City. Union representation will receive the regular rate of pay for the time spent in the

meetings during their regularly scheduled hours. This committee shall have the responsibility for reporting all health and safety problems to the department or division head or his/her designee. Actions to ensure that health and safety are corrected shall be implemented as expeditiously as possible by the department or division head with advice and consent of the Health and Safety Committee. The department or division head shall provide a written reason for any recommendation of the Health and Safety Committee that is not implemented.

Safety/health rules and regulations shall be recommended by the joint committee to the department/division head or his/her designee who shall have the right to approve, reject or revise rules and regulations. In the event the Health and Safety Committee's recommendation is rejected or revised, the department or division head or his/her designee will meet with the Health and Safety Committee and a member of the Human Resources Department to determine if a policy can be adopted that would meet the needs of both the Health and Safety Committee and department or division. Rules or regulations relating to health and safety shall not be promulgated until they are approved by the Human Resources Director.

The City welcomes suggestions from employees or the Union which offer practical and feasible ways of improving departmental safety. An employee may submit their safety suggestions in the following manner:

- A. Giving it to Management; or
- B. Giving it to a member of the Safety Committee.

Section 2. Biohazards.

Definition: For the purpose of this section Bloodborne Pathogens means pathogenic micro-organisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency virus (HIV).

The City and the Union recognize the importance of protecting employees from the potential of exposure in the workplace to bloodborne pathogens and hazardous materials relative to infectious diseases carried in blood, urine, phlegm, feces, and vomit. The City, through the department/division, will make protection kits readily available to employees that work in positions where exposure to bloodborne pathogens and the above listed hazardous materials exist. The kit shall contain the following:

- Disposable gown or coveralls
- Face shield
- Disposable rubber gloves
- Heavy rubber gloves

It shall be the responsibility of the employee to utilize these protective devices furnished by the City. In the event the employee willfully fails to use the furnished protective devices and the employee's injuries were proximately caused by the failure to use the protective devices, Worker's Compensation may be denied.

When possible, employees will be provided a locker to store an extra change of clothes in the event a hazardous material were to come in contact with their clothing.

Section 3. Inoculations.

A. Hepatitis. The City and the Union agree that inoculations for Hepatitis A and B will be provided to employees that have the potential to come into contact with bloodborne pathogens and/or the hazardous materials as listed in Section 2 of this article. Inoculations will be provided for the positions that are identified by the City's medical provider and the Health and Safety Committee. Hepatitis C treatment inoculations will be provided to the bargaining unit employees when Hepatitis C contraction has been confirmed and is work related as determined by the City's medical provider.

The City agrees to provide coverage for the employee's out-of-pocket expenses for the initial/baseline test for members of the employee's immediate household when the employee has been confirmed to have contracted Hepatitis C in the capacity of their job. For the purpose of this Section "family member" shall be defined as a person of the immediate family who permanently resides in the household under the same roof. For an employee to receive the out-of-pocket expense reimbursement the employee must provide the following information to Human Resources:

- An explanation of benefits from the health insurance provider or a receipt from the healthcare provider that includes the date of service, type of service, who received the service, and the cost of the service.

- If a family member does not have health insurance coverage the City will cover the out-of-pocket expense for the initial/baseline blood test. The employee must provide a receipt from the healthcare provider that includes the date of service, type of service, who received the service, and the cost of the service.

B. Flu Inoculations. Flu inoculations will be provided at no cost to bargaining unit employees through the Occupational Health Program.

Section 4. Drug Screening.

The City and the Union agree that it is a matter of health and safety to conduct drug tests under the stipulations set forth in this section.

A. PURPOSE.

To provide procedures for an alcohol and controlled substance free workplace for City of Topeka employees. The intent of this administrative rule and regulation is to maintain a work environment free from the effects of alcohol and controlled substance. In order to achieve this goal the City shall:

1. Require alcohol and controlled substance screening for all post offer candidates for any position with the City.
2. Promote alcohol and controlled substance treatment and counseling, when appropriate for employees that are in need of such services.

3. Require an employee to be tested for alcohol or a controlled substance when a supervisor has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance.

4. Establish appropriate discipline for employees who use or are under the influence of alcohol or a controlled substance at the work site.

5. Provide random alcohol or controlled substance testing for employees who are required under a bargaining unit agreement to submit to testing or an employee is required to have a commercial driver's license to perform his or her essential job functions.

6. Establish procedures for a return to duty.

7. Provide a procedure for follow-up alcohol and controlled substance testing.

B. DEFINITIONS.

1. "Commercial Driver's License (CDL)" means a privilege granted by the State of Kansas which gives the individual permission to operate on public roads a motor vehicle or combination of motor and other vehicles having a combined gross weight in excess of 26,000 pounds.

2. "CDL position" means an employment position with the City of Topeka which requires the employee to possess a current CDL to perform the essential functions of their job and shall be subject to all federal DOT regulations.

3. The term "controlled substances" shall specifically include, but not limited to, the following drugs: Marijuana/Cannabinoids, Cocaine

Metabolites, Opiates, Morphine, Codeine, Phencyclidine (PCP), Amphetamines/Methamphetamine, Barbiturates, and Benzodiazepines. This term, however, shall not include those medications taken pursuant to a valid prescription.

4. “Department Head” means a person responsible for the conduct and performance of the employees in a particular department or another individual, designated by the department head to act on his or her behalf.

5. “Designated Testing Agency (DTA) means a health care provider that is licensed and certified and designated by the City of Topeka to perform testing of employees or applicants for the presence of alcohol and controlled substance use.

6. “Random testing” is an unscheduled and unannounced test for employees selected anonymously by a numerical selection procedure who will be required to immediately submit to an alcohol or controlled substance test.

7. “Reasonable suspicion” means a belief on totality of the circumstances that there are objective facts to lead a reasonably prudent person to believe an employee is impaired due to the use of alcohol or a controlled substance.

8. “Reportable incident” means any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee

operating a City vehicle or equipment that can be operated on public right-of ways.

9. “Safety Sensitive Position” means an individual whose position requires the unsupervised access to money, buildings or equipment, care or supervision of minors or special needs individuals; and those employee’s with law enforcement or firefighting responsibilities.

10. “Substance Abuse Professional (SAP) means an individual holding a license or certificate in the appropriate field and designated by the City of Topeka to perform evaluation, counseling, and rehabilitation of employees who have engaged in alcohol or controlled substance use.

C. ALCOHOL AND CONTROLLED SUBSTANCE PROHIBITIONS

Any alcohol or controlled substance use is prohibited that could affect the performance of City of Topeka employees including:

1. An employee shall not report for work or remain at work while having an alcohol or controlled substance concentration in excess of the permitted level designated in this ARR.

2. An employee shall not be in possession of, or under the influence of alcohol or controlled substance while on duty or operating a City vehicle or equipment.

3. An employee who is required to take a post-reportable incident alcohol or controlled substance test must not use alcohol or any controlled substance for eight (8) hours following the reportable incident or until a post-reportable incident alcohol test, whichever comes first.

4. An employee who refuses to submit to a required alcohol or controlled substance test shall not be allowed to perform his or her essential job functions. Further, the test refusal may subject an employee to disciplinary actions.

5. An employee shall not report for work or remain at work when taking any physician prescribed or over-the-counter drug which adversely affects the ability to perform his or her essential job functions.

D. POST-OFFER TESTING

1. All offers of employment shall be contingent upon successfully passing a controlled substance test in accordance with the procedures outlined in paragraph J below.

2. A City employee seeking to transfer to a CDL position shall be required to take a controlled substance test prior to filling that position in accordance with the procedures in paragraph J below. If the employee fails the test he or she shall not be eligible for the transfer into that position and shall be subject to the consequences set forth in paragraph K below.

E. POST REPORTABLE INCIDENT TESTING

1. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

a. Personal injury which requires medical attention or a fatality; or

b. One or more vehicles was disabled; or

c. An employee receives a citation for a moving traffic violation; or

d. Reasonable suspicion that the employee may be under the influence of alcohol or a controlled substance.

2. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

3. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with the City's Personnel Code and applicable bargaining unit agreements. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's DTA.

F. REASONABLE SUSPICION TESTING

1. If an employee's supervisor or another member of management has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance, the employee shall be required to be tested. Reasonable suspicion shall be based upon the totality of the facts and shall take into consideration but not be limited to the employee's appearance, behavior, speech, job performance, attendance, smell, and possession of

alcohol or controlled substance and statements or admissions by the employee that he or she has consumed any alcohol or controlled substance.

a. The documentation of the reasonable suspicion shall be prepared by the supervisor or another member of management as soon as practicable after the observations.

b. The supervisor or another member of management shall transport an employee to and from the City's DTA unless other appropriate transportation is arranged for the employee.

2. An employee who is required to submit to an alcohol or controlled substance test because the supervisor or another member of management has reasonable suspicion shall be administered as soon as practicable, but not to exceed two (2) hours from the period of observation. If the employee refuses to accompany the supervisor to the test it will be deemed refusal by the employee and shall be subject to the consequences set forth in Section K below.

3. Any employee who suspects a supervisor or another member of management to be under the influence of alcohol or a controlled substance shall report his or her suspicions and factual observations to the appropriate person in that supervisor's chain of command which may be the supervisor's division or department head or deputy city manager or city manager. Additionally, an employee may choose to inform the Human Resources Director.

G. RANDOM TESTING

1. Unannounced random testing for alcohol and controlled substance shall be required for employees:

- a. who are in a CDL position;
- b. who are in a safety sensitive position;
- c. who are required under a position description or a union contract; or
- d. who have previously failed an alcohol or controlled substance test and is subject to random follow-up alcohol and controlled substance tests as determined by the SAP.

2. Selection and notification for the random testing shall be done in accordance with the applicable Department of Labor regulations or bargaining unit agreements.

3. Selection and Notification of Random Testing.

- a. A random test shall be unannounced and may be administered at any portion of the employee's work day and at any time during the year.
- b. The employee's supervisor or another member of management shall remove the randomly selected employee from the work site and transport the employee directly to the City's DTA.

H. FOLLOW-UP TESTING

The SAP can modify the number and frequency of tests if the SAP in his or her professional judgment deems the change necessary. An employee

may be required to take both alcohol and controlled substance test for any follow-up or return to duty tests.

I. ALCOHOL TESTING PROCEDURES

1. All employees required to submit to an alcohol test shall report to the DTA which will perform all testing. Tests done by a law enforcement agency related to traffic and other offenses shall not be considered to be a valid substitute for the test performed by the City's DTA. Further, employees shall not be permitted to select his or her own test provider. All testing for alcohol shall be considered by breath alcohol testing methods. Employees shall be required to show a valid form of identification which displays a photograph of the employee. The following are the only forms of identification that will be acceptable: a current City of Topeka employee identification badge, State of Kansas identification card, driver's license, military identification card or passport.

2. Test levels.

- a. A test result of 0.02 or less shall be considered a passing score.
- b. A test result of greater than 0.02 and less than 0.04 shall constitute a positive test result which is not automatically deemed to be a failure. An employee with a positive test result between 0.02 and 0.04 shall be relieved of any work duties which require the operation of any vehicle or machinery or could involve working in hazardous

environments or situations, and shall be assigned light duty for the remainder of the employee's shift, if available.

- c. An employee who has a test result of 0.04 or greater shall result in a test failure.

J. CONTROLLED SUBSTANCE TESTING PROCEDURES

1. An employee required to submit to a controlled substance test shall report to the DTA. All controlled substance tests will be performed by the City's DTA which shall be coordinated through the Human Resources Director. Further, employees shall not be permitted to select his or her own test provider. All testing for controlled substance shall be conducted by urinalysis. The City's DTA shall be responsible for monitoring, sealing, and labeling the specimen guaranteeing that the security, proper identification and integrity of the test are not compromised. Employees shall be required to show a valid form of identification which displays a photograph of the employee. The following are the only forms of identification that will be acceptable: a current City of Topeka employee identification badge, State of Kansas identification card, driver's license, military identification card or passport.

- a. Testing Each urine sample is subdivided into two (2) bottles labeled as "primary" and "split" specimen. Only the primary is opened and used for the urinalysis. The split specimen remains sealed and is stored at the

laboratory. If in the sole opinion of the DTA the split specimen should be tested the employee shall have seventy-two (72) hours to request a split specimen be sent to a different certified laboratory specified by the DTA. The 72 hour time period shall commence when the employee is informed that he or she has the option to send the split specimen for testing. The City may seek reimbursement from the employee for the testing and analysis of the split specimen.

- b. All controlled substance tests shall be conducted by the use of a gas chromatography/mass spectrometry (GC/MS). All positive urine samples will be retained by the laboratory for one year, or longer if an appeal or court action is in process.

2. Test Levels.

- a. Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. When required by applicable

government regulations or guidelines, please refer to Exhibit "A" for current test levels.

- b. If the controlled substance test results appear in the sole opinion of the DTA that the sample was diluted, the employee or candidate shall be required to take a repeat controlled substance test as soon as practicable.
- c. If in the sole opinion of the DTA the employee has failed the controlled substance test, then the Human Resources Director shall notify the employee and the department director of the results.

K. CONSEQUENCES

The consequences of engaging in conduct prohibited by this administrative rule and regulation will be as follows:

- 1. The conditional offer of employment shall be withdrawn for any candidate who fails the pre-employment alcohol or controlled substance test.
- 2. An employee who violates this administrative rule and regulation shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.
- 3. An employee who has violated this administrative rule and regulation or who has failed an alcohol or controlled substance test for a first time shall be evaluated by a SAP. Further, the employee shall be

required to successfully complete a rehabilitation program as recommended by the SAP as a condition of continued employment and shall be subject to random follow-up alcohol and controlled substance test as determined by the SAP. Further, an employee who has failed an alcohol or a controlled substance test shall be required:

- a. to report to the Human Resources Director before returning to work for an alcohol or controlled substance test and must achieve passing levels under this ARR.
- b. to complete the rehabilitation program recommended by the SAP. If the employee fails or refuses to complete the rehabilitation program he or she shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.

4. An employee who violates this administrative rule and regulation or who has failed an alcohol or controlled substance test for the second time shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.

5. An employee who refuses to submit to a required alcohol or controlled substance test shall be removed from his or her work duties and shall be subject to progressive discipline up to or including termination in

accordance with the City's Personnel Code or applicable bargaining unit agreement.

6. Removal from Work Duties. An employee who is required to submit to an alcohol or controlled substance test for any reason shall be removed from his or her work duties for any of the following:

- a. If an employee fails an alcohol or controlled substance test.
- b. An employee who registers a positive test result for a positive alcohol test which is not high enough to constitute a test failure.

L. COMPENSATION

1. An employee shall be compensated for the period of time necessary to take a required alcohol or controlled substance test.

2. An employee shall be placed on administrative leave either pending the termination request to the Human Resources Director or for a first failure until the employee is scheduled to meet with the SAP.

3. For a first test failure, an employee may use sick, vacation or compensatory time accruals during the period from the first appointment with the SAP until the SAP has released the employee back to work, provided, however, the employee can only use sick, vacation, or compensatory time accruals while the employee is actively participating in and following all requirements established by the SAP as a part of the rehabilitation program.

M. EMPLOYEE ASSISTANCE PROGRAM

The City of Topeka provides an employee assistance program to provide information, assessment, and referral services to help employees identify problems and develop life-styles that are physically and emotionally healthy. The City of Topeka encourages identification of problems at the earliest possible stage to motivate employees or their family to seek assistance. Further, the City of Topeka encourages employees to voluntarily refer themselves to the necessary treatment program.

N. CONFIDENTIALITY OF RECORDS

1. All alcohol and controlled substance test results and records shall be maintained under strict confidentiality by the Human Resources Director. These records shall only be disclosed to the applicable members of management and shall not be disclosed to any other person unless ordered by a court of law or in accordance with the provisions set forth in this section below. These records shall be kept separate from the personnel files.

2. The City will release an employee's records relating to that employees' alcohol or controlled substance test upon:

- a. the receipt of a written release executed by the employee authorizing the disclosure;
- b. the employee identifies to whom the disclosure may be made; and
- c. releases the City from liability for that disclosure.

O. FALSE REPORTS

An employee shall not falsely accuse another employee of being under the influence of alcohol or a controlled substance. An employee making a false report may be subject to discipline in accordance with the City's Personnel Code or applicable bargaining unit agreement.

ARTICLE 12

MISCELLANEOUS BENEFITS

Section 1. Uniforms.

Uniforms shall be furnished to the employee by the Employer if an employee is required to wear a uniform as a condition of employment, including appropriate inclement weather wearing apparel. The City agrees ~~to continue~~ to provide uniforms or other articles of wearing apparel ~~as was the~~ listed in the policy of each department and/or division. ~~of the City as of January 1, 1998. A listing of such uniforms and/or wearing apparel shall be compiled and appended to this Agreement.~~ Employees are expected to exercise diligence in the care of uniforms and additional or replacement uniforms or other articles of wearing apparel will be subject to a repair or replace program administered by each department and/or division.

Section 2. Protective Devices and Clothing.

- A. Clothing & Cleaning Allowance. Any employee who is required as a condition of employment to wear and maintain a uniform or other special clothing shall receive an allocation of clothing, an annual reimbursement for repair and replacement or actual repair and replacement of such uniform or special wearing apparel, at the option of and pursuant to departmental policies. A lack of budgeted funds for the purpose of this provision shall not supersede a departmental policy which may require specific attire and/or uniforms for a given

job, classification or type of work. Employees in occupations or capacities requiring non-uniform business clothing shall not be eligible for allowances or reimbursements under this section.

- B. Protective Safety Gear. If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the City. The City agrees to provide a boot allowance of one hundred fifty dollars (\$150.00) total per year toward the purchase of required safety footwear. The need and specification of any type of protective clothing or device required shall be determined by the department head. The cost of cleaning and maintaining the protective clothing or device in proper working condition shall be paid by the City. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. The City agrees to provide safety glasses to all employees who are required to wear such safety glasses. The City agrees to reimburse up to one hundred fifty dollars (\$150.00) total per year toward the purchase of prescription safety glasses to employees who desire to obtain them. The amounts specified in this paragraph are applicable throughout the term of this Agreement.

Section 3. Healthcare Benefits.

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

The Employer and Union agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating costs of group healthcare benefits. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee. The Union shall be entitled to select one (1) member as a representative to the Healthcare Advisory Committee.

The City retains the authority to define group health insurance coverage and carriers in order to maintain a cost effective program. The City agrees to notify the Union, in advance, of any benefit change to such health insurance coverage, or carrier. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of this section.

Section 4. Pension/Retirement.

It shall be mandatory for all benefit-eligible employees to participate in the Kansas Public Employees Retirement System (KPERs) retirement and disability program.

Section 5. Employee Assistance Programs.

The City may require correction of an employee's personal problem as a condition of continued employment and for the purpose of providing assistance to the employee, provided the employee's performance on the job indicates an undesirable trend or tendency which would lead the employee to harm themselves and/or the City if the unacceptable pattern of behavior were allowed to continue. Any corrective action under the provisions of this section shall be carried out under the provisions of Article 11, Section 4.

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 assistance and/or rehabilitation.

Referrals for assistance may be arranged confidentially through the Human Resources Department, Management or through the Union representative.

Section 6. Cafeteria Benefit Plan.

This benefit is intended to qualify as a "flexible compensation plan" under Section 125 of the Internal Revenue Code, and it shall be construed and interpreted consistent with the requirements of that section. Any benefit eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka. Benefits will be defined in the plan document. Salary is reduced to pay for these benefits; amounts are not subject to federal or state income taxes or Social Security; they are subject to KPERS contributions. Election is irrevocable

during the plan year unless there is a qualifying change in status or other exception to the irrevocability requirement as defined in the Flexible Benefits Plan Basic Plan Document.

Section 7. Deferred Compensation.

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

Section 8. Employee Development.

The purpose of the employee development reimbursement program is to promote improved productivity in City services.

Only benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized educational institutions or relevant professional development seminars as approved by the department head and Human Resources Director using the following rules:

- A. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate from an accredited university or community college into a field in which the employee would have a reasonable expectation of being promoted while employed with the City of Topeka. The employee must receive at least a 2.0 grade point or "C" average in academic courses or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. An employee must

provide a certificate or other proof of completion for technical courses or professional seminars which provide no "grading" system.

- B. An amount not to exceed one thousand dollars (\$1,000.00) may be authorized and reimbursed annually for full-time employees and a prorated share based on the number of hours for which the part-time employee was hired to work.
- C. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of the appropriate division head, the department head, and the Human Resources Director before the employee may be reimbursed. The approved request form must be received by the Human Resources Department within one (1) month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of a "C", as provided for in this section, and proof of payment for the course must be received by the Human Resources Department within two (2) months after the completion date of the course in order for the employee to receive reimbursement.
- D. The City will not reimburse employees for non-credit special interest courses completed by examination only, late fee, lab fees, extracurricular fees, textbooks or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.

- E. The department head shall make every effort to budget for the approved reimbursement for academic courses for employees. The department head shall approve courses on a first-come, first-served basis in a non-discriminatory manner within appropriate budget constraints.
- F. An employee attending a course pursuant to these guidelines during working hours may arrange with their supervisor to utilize compensatory time, vacation time, flex time, or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).

Section 9. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by the appropriate member of Management. The reimbursement for use of a private vehicle shall be at the rate authorized by the City Council for other City employees.

Section 10. Employee Wellness Development Program.

In order to encourage policies and practices to enable employees to achieve optimal physical and mental health, the City of Topeka shall offer a physical fitness program to benefit-eligible employees. The program shall provide that all employees shall have full use of the City Wellness Center without charge to the employee.

Section 11. Legal Representation.

The City will provide legal representation for bargaining unit members against whom suit is brought in civil cases based on activities alleged to be within the scope of official duties of the bargaining unit members.

Section 12. Professional Organizations and Conferences.

The City and AFT KANSAS Union agree that it is in the best interest of the department that as many employees as possible participate in professional, educational and training courses whenever the same are available.

Recognizing the budgetary limitations of the department, the decision to send employees to conferences or seminars shall be upon the approval of the department head and the provision that monies are available within the budget.

Section 13. Parking.

Reasonable parking shall be provided by the City for on duty personnel.

Section 14. Bonus Programs.

The City and the Union agree that all bargaining unit employees will be eligible for City wide incentive bonus programs.

Section 15. Professional License Fees.

The City shall pay for all professional license and certification fees that are required by law and/or as part of an employee's employment.

Section 16. Funeral Expenses.

When an employee in regular pay status with the City dies from an injury or illness accepted under Workers Compensation regulations, the City shall pay the sum of seven thousand five hundred dollars (\$7500.00) to the beneficiary or beneficiaries designated by the employee on his or her Kansas Public Employees Retirement System (KPERS) beneficiary form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERS beneficiary form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

ARTICLE 13

GENERAL PROVISIONS

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, color, creed, religion, national origin, political beliefs, or disability that does not affect job performance.

The City 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 City or any City representative against any employee of the Union membership.

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

Section 2. Work Rules.

Work rules shall be consistent with the provisions of the Agreement. Work rules shall be reasonably and uniformly applied in like circumstances.

Existing work rules pertaining to the performance of work and conduct of employees shall be available in each division for review by employees. One copy of the rules shall be made available to the Union.

Before existing work rules are changed or new rules established an open hearing shall be held for the purpose of reviewing and receiving input from all affected employees. Notice of the hearing and the proposed work rules shall be posted on each of the division bulletin boards.

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

In the event an emergency is declared by the City, existing work rules may be changed or suspended without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by the City.

Section 3. Return of City Property.

Employees shall return all property belonging to the City 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;
- D. Protective devices or clothing furnished by the City.

Failure to return such property may result in the City pursuing civil remedies to recover such property or its value.

Section 4. Performance Evaluations.

- A. The purpose of the employee performance evaluation shall be to inform employees of how well they are performing their work and how they can improve their work performance. Employees' performance evaluation shall be required at the end of every probationary period. After the probationary period, employees shall be evaluated annually (2080 hours). The Department Head may require more frequent evaluations as provided for in Article 4, Section 4 (B). The City shall inform the employee in writing, within fourteen (14) days of the end of the probation period, of their successful completion, or failure to complete the probationary period. Annual evaluations shall be completed within thirty (30) days of the scheduled performance evaluation. Departments will establish the cycle for the annual performance evaluation with notification being made to the employee as to when the performance evaluation cycle will occur. Whenever possible, the performance review shall be conducted by the employee's immediate supervisor. Failure to perform the above cited evaluation shall mean the employee has been deemed to satisfy the requirements of at least a "Meets Expectations" overall rating.

- B. The evaluation will be derived from the employee's position description. The position description will contain actual duties and the percentage of time that an employee performs each duty. The performance appraisals shall be comprised of measurable standards of performance from the position description. The ratings shall be made annually on forms reflecting the performance requirements. Each employee subject to evaluation shall be provided with a copy of his/her position description and a set of performance standards at the beginning of each evaluation period. Performance evaluations shall be confidential and shall be made available only to the employee evaluated, their supervisor or department head, the Human Resources Director, the City Manager, any person designated by the employee, and any individual who may reasonably need access to the performance evaluations as required for legal actions including the resolution of grievances. The employee shall be provided with a copy of the completed evaluation. The performance evaluation form shall contain a provision that notifies the employee of his/her appeal rights.
- C. Any employee who has received a "Needs Improvement" rating may appeal that evaluation by filing notice of intent with the department head within fourteen (14) days of delivery of the evaluation. The notice of intent to appeal performance evaluation rating shall be in writing and include the portion(s) of the evaluation that is being

appealed and state the desired remedy sought through the appeal process. The appeal procedure is set forth below:

1. On receipt of notice of an appeal, the department head shall, within five (5) working days, select one person to serve as the City's representative to serve on the appeal committee and shall notify the employee filing the appeal of the name of the person selected to serve. The person selected to serve on the appeals committee shall be a benefit eligible employee of the City.
2. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as their representative to serve on the appeals committee and shall notify the department of the name of the person selected to serve. The person selected to serve shall be a benefit eligible employee of the City.
3. The persons selected pursuant to 1 and 2 above shall meet within five (5) working days of notification of their appointment to select a chairperson to serve on the appeals committee. The person selected as chairperson shall be a permanent employee of the City. In the event the two persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, they shall alternately strike names from the listing provided by the Human Resources Director until only one name remains. The name of the

individual remaining after the striking process shall serve as the chairperson of the appeals committee.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson.
5. The person filing the appeal shall have the right to call as a witness any individual having knowledge of the ability of the employee to perform the job providing that the witness shall have the right to refuse to testify regarding the ability of the employee to perform the job.
6. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.
7. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or make a determination which is based on the committee majority decision that the performance evaluation warrants a change to be made to the rating. The majority decision shall be supported by written findings. The committee's recommendation shall be forwarded to the Director of Human Resources on the appropriate appeal committee form for review. The Director of Human Resources shall have five (5) working days to complete the review. After the review, the Director of Human Resources will contact the department head to initiate a rating change if

recommended by the committee. The majority decision, supported by written findings, shall be provided by the Director of Human Resources to the employee filing the appeal.

- D. Performance evaluation ratings are not subject to the grievance procedure as the grievance procedure does not afford the opportunity to change a specific performance rating. Provided however, that if the first notice the employee receives of a grievable matter is through the performance evaluation, the employee shall have the right to grieve that matter, in accordance with the grievance provisions set forth in Article 5 of this agreement. The performance rating is not subject to the grievance procedure.

Section 5. Personnel Records.

- A. Definition. The term personnel record, as used in this Article, shall mean the records and/or files related to an employee's job with the City, which are maintained in the official personnel file at the Human Resources Department.
- B. Access to Personnel Records. It is agreed that individual personnel records and files shall be considered confidential and the property of the City. It is also agreed that such official personnel records and files or information contained therein are not available to the general public except upon the written consent of the affected employee. The

following provisions shall apply regarding an employee's access to their official personnel record.

1. Each employee shall be allowed to inspect and make copies of their personnel records. A written request to do so shall be directed to the Human Resources Department who will schedule a time for inspection that is convenient for both the employee and the Human Resources Department. A charge may be made in accordance with the adopted fee established by the City in accordance with the Open Records Act for any copies of records made by the employee.
 2. A Union representative may, if the employee wishes, accompany the employee when reviewing their personnel record. Alternatively an individual employee may authorize a Union representative to review and/or copy his/her file. Such authorization shall be in writing, identifying the Union representative authorized to review and/or copy said record(s) and be provided to the Human Resources Department prior to the desired time of review or copying of said record(s).
- C. Removal and Deletion of Information from Record(s). An employee, after inspecting their personnel file, may submit a written request to the Human Resources Department to remove material(s) from the file in the event he/she believes the material(s) to be irrelevant, inaccurate, or obsolete. The Human Resources Director shall either remove the

material(s) or inform the employee why the material(s) should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 6. Residency.

Employees employed after December 31, 1981, by the City must be bona fide residents of Shawnee County, except at the time of appointment or employment when they need not be residents of Shawnee County, but shall establish residency in Shawnee County 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 7. Dress Code and Decorum.

Non-uniformed employees shall conform to the following dress code:

- A. Male Attire. Male attire that will be acceptable for office duty shall be business suits, dress slacks, short or long sleeve shirts with necktie being optional. Male attire for field work shall be clean jeans of blue or black without stains, holes or patches, and tee shirts of solid colors or polo type shirts of solid colors or stripes without stains, holes, or

patches. Tee shirts with non-City logos or screen-prints will not be allowed.

- B. Female Attire. Female attire that will be acceptable for office duty shall be dresses, skirts or slacks with blouses, sweaters, or shirts or pantsuits. Shorts, halter and midriff tops, spandex type clothes and hair curlers are not acceptable attire. Female attire for field work shall be clean jeans of blue or black without stains, holes or patches, and tee shirts of solid colors or blouses of solid colors or stripes without stains, holes, or patches. Tee shirts with non-City logos or screen-prints will not be allowed.
- C. Management, at their sole discretion, may allow for a less restrictive policy than is set forth in this Section.
- D. On Fridays, all non-uniformed City personnel shall have the option of wearing jeans, without holes, stains or patches and banded tee or sweat shirts. Uniformed employees shall not be affected by this section.
- E. Non-uniformed employees who have no public contact shall be allowed to utilize the “Friday clothing option” at all times.

NOTE: Uniforms for uniformed employees are specified in Article 12, Section

1.

Section 8. Prohibited Acts.

Such acts shall be governed by the provisions of K.S.A. 75-4321 et. seq.

Section 9. Personal Business.

Conducting personal business while on duty shall be prohibited and any employee who violates this provision is subject to discipline under the provisions of this Agreement.

Section 10. Conflict of Interest.

A bargaining unit employee shall not engage in any business, activity or transaction and shall not have a substantial financial or personal interest which would impair proper discharge of official duties, independence of judgment, or any action in the public interest. This standard shall apply to an employee's personal and outside activities including outside employment, investments, property holdings, financial interest, and source of income. Furthermore, this standard shall apply to an employee's actions related to the performance of official duties including acceptance of gifts; favors; action or inaction in inspection or regulation functions; disclosure of confidential information; or granting improper favors, services, promises or things of value. Employees shall immediately notify their supervisor(s) of non-City business or personal activities which may constitute a conflict of interest with their position with the City.

Section 11. Nepotism.

The City shall not hire immediate family members when such employment will result in a direct supervisory line between such family members.

Section 12. Multiple City Positions by One Employee.

All bargaining unit members shall not hold more than one benefit-eligible full-time position at one time.

Section 13. Solicitation.

No peddling, soliciting or selling for charitable or other purposes is allowed on City property during working hours without the expressed approval of the department head.

Section 14. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves on a regularly scheduled shift to be regularly checked to assure their health and safety.

Section 15. Driver's License Requirement.

All bargaining unit members that are required to maintain a valid Class C Kansas driver's license or a commercial driver's license (CDL) will be provided up to two (2) hours of on duty time to renew their respective driver's license.

- A. Employees shall be required to notify their supervisor in the event their driver's license is suspended, revoked or otherwise confiscated. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. In no circumstances shall a City employee whose driver's license has been suspended, revoked, or

otherwise confiscated, operate a City vehicle of any type prior to notification to the supervisor of the action. Failure to report the action or the operation of a City vehicle prior to notification shall be grounds for immediate disciplinary action up to and including termination from City employment.

- B. 1. An employee who suffers a loss of his/her license for a period of ninety (90) calendar days or less or becomes uninsurable under the current City insurance policy requirements shall be assigned to non-driving duties for a period of thirty (30) calendar days. An employee may be assigned to non-driving duties for which the employee is qualified if such assignments are available for an additional sixty (60) calendar days and will be paid at the pay rate for the position into which they are assigned. Employees may use accrued vacation, personal leave or compensatory time during this sixty (60) calendar day period. If an employee's license is reinstated during this ninety (90) calendar day period and he/she is otherwise insurable, the employee shall be reinstated to his/her former position.
2. An employee who suffers the loss of his/her license or becomes uninsurable under the current City insurance policy requirements for a period of time greater than ninety (90) calendar days shall be removed from their position and shall be eligible for an additional ninety (90) calendar days to compete for non-driving positions.

Employees may use accrued vacation, personal leave or compensatory time during this ninety (90) calendar day period.

Section 16. Fitness for Duty.

- A. Eligibility. All employees shall be subject to the fitness for duty requirement.
- B. Acceptable Use.
 - 1. Department heads may require employees to report to the Human Resources Director in order to obtain a medical release for duty if the department head has reason to believe that the employee is unable, because of medical reasons, to perform any or all of the duties assigned to the position in which the employee is employed.
 - 2. A representative of the Human Resources Department may require a referred employee to report to the City Health Care Provider for evaluation prior to releasing the employee to return to duty.
 - 3. The City Health Care Provider may require the employee to provide a medical certificate from the employee's regular physician prior to releasing the employee for duty and may require the employee to provide a release for the exchange and discussion of medical information between

the employee's regular physician and the City's Health Care Provider.

4. Employees who have been referred to the City's Health Care Provider pursuant to the provisions of subparagraph 2 of this paragraph, shall be placed on paid administrative leave until the initial evaluation is completed.
5. Absent extenuating circumstances, in the event an employee fails to comply with the Health Care Provider or fails to appear at the scheduled appointment(s) with the Health Care Provider, the paid administrative leave will be terminated and the employee may be disciplined up to and including termination.

C. Alternatives to Returning to Regular Duties.

1. If, in the judgment of the City Health Care Provider, an employee is unable to return to work to perform assigned regular duties and the incapacitation is of a temporary duration, the Health Care Provider will so notify the Human Resources Department and the representative thereof shall work with the employee and the department head or a designee thereof to provide one of the following options for the employee to follow:

- a. The employee may choose to utilize accrued sick leave until such time as the employee is able to return to work;
- b. The employee may choose to request a leave of absence as provided for in this Agreement;
- c. The Human Resources Director and the department head or designee, may agree to make reasonable accommodations to allow the employee to continue in the employee's regular position;
- d. The Human Resources Director, the department head or designee of the division wherein the employee is assigned and the employee may agree to a transfer to a vacant position in the division or a voluntary demotion or promotion to a different classification if qualified, which does not require the employee to perform the duties which the employee can no longer perform;
- e. The Human Resources Director, the department head or designee, of another division in the department or a different department in the City and the employee may agree to a transfer to a different position in a different division or department or a voluntary demotion or promotion

to a position in a different classification, if qualified and capable of performing all the essential job functions of that position.

2. If, in the judgment of the City Health Care Provider, an employee will not, within the foreseeable future, be able to return to work to perform his or her essential job functions with or without reasonable accommodation, the Human Resources Director may choose to terminate the employee's employment.

Section 17. Equal Opportunity.

It is the policy of the City to provide all employees an equal opportunity without unlawful discrimination based on age, race, religion, creed, color, gender, sexual orientation, familial status, political beliefs, national origin or disability. This policy applies to all protected groups as required by law.

Section 18. Notification of Potential Liability.

Any bargaining unit employee shall be required to provide reasonable and clear written notice of any situation observed by the employee which may cause a liability to the City, notwithstanding the employee's formal job activity area or working schedule. This provision is intended as an employee's responsibility as a preventative mechanism to further ensure financial security for the City and to provide the best and most efficient service to the public. Such notice shall be given promptly through the employee's supervisor or, in immediate danger situations,

the employee shall notify another department supervisor capable of remedying the matter.

Section 19. Use of Interdepartmental Mailboxes.

The Union may distribute Union mail through existing Department mailboxes to employees of the bargaining unit.

Section 20. Use of City Facilities.

The Union may request the use of City facilities in which to conduct Union business or social functions. Request for the use of the facilities shall be made not less than twenty-four (24) hours before the date of the requested use, shall not interfere with the regular conduct of business, and shall not be unreasonably denied. Any damage or unreasonable cleanup resulting from Union activities in City facilities shall be the responsibility of the Union.

Section 21. Off-Duty Employment.

A. Purpose.

1. To provide for the control of off-duty employment.
2. To facilitate emergency call-back of employees.

B. Procedure. Employees who are employed in jobs other than their City employment will fill out and keep current an Off Duty Employment Form. This form will be submitted to the employee's supervisor. The supervisor will then be responsible for seeing that such information is forwarded to the department head. It is imperative that such

information be submitted and kept current, to facilitate contacting an employee at all times, in the event of an emergency. No City equipment or uniforms will be used during off duty employment.

Section 22. Employer Access to Employee Electronic Records.

It is in the interest of the City, its employees, and the Union to ensure a safe and secure work environment. It is acknowledged and understood that there is no expectation of privacy on the part of City employees while they are engaged in the performance of their duties. It is understood and agreed that the Director of the Information Technology Department may grant a request from one or more department directors, upon review and approval by the City Attorney and Human Resources Director, to access the electronic records of one or more City employees.

(1) Access may be granted when alleged violations of the following prohibited uses of the City information technology system occur:

- A. Sales or purchase of products and/or services or solicitation to sell or purchase products and/or services;
- B. Unauthorized disclosure of City of Topeka proprietary or confidential information;
- C. Illegal activity such as stalking, threatening others, espionage, theft, illegal drugs, pornography, and/or harassment;
- D. Unprofessional communication having the potential to cause embarrassment to the City;

- E. Publishing, posting, and/or distributing defamatory, libelous, obscene and/or unlawful material or information;
- F. Excessive personal internet use;
- G. Violation of any applicable local, state, national or international law.

(2) Additionally, access to electronic records may be granted for the following reasons:

- A. Anticipated or actual litigation involving the City or its contractors.
- B. Access is required to comply with federal or state law, including the Kansas Open Records Act.

Section 23. Electronic Recordings of Meetings.

If a party electronically records a meeting between management and either (a) the union; or (b) an AFT bargaining unit member, that party shall provide a copy of the recording of the meeting in a commonly used recording format to the other party upon written request by the other party and at no cost to the other party.

Section 24. 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 herein after enacted in accordance with the Topeka City Code and Personnel Code not in conflict with any Article, Section of any Article, or any language contained in this

Agreement, shall apply to all City employees including 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 14

INTERDEPARTMENTAL AND INTRA-DEPARTMENTAL EMPLOYEE MOVEMENT

Section 1. Filling of Vacancies.

For the purpose of this Article, a vacancy is created when the City increases the work force and/or chooses to fill a vacancy created by a termination, resignation, transfer, promotion, or demotion.

(a) Notice of bargaining unit vacancies shall be posted on bulletin boards in every department/division for a period of at least seven (7) calendar days and such jobs will not be filled until the seven (7) days have expired. Such notice shall state the department, position, classification, shift, work location, assignments, minimum qualifications, and pay rate for the job. Vacancies within the bargaining unit shall be filled by promotion whenever possible; provided however that demotions and lateral transfer within the bargaining unit shall take precedent over promotions.

(b) Any qualified non-probationary bargaining unit employee may apply for a vacancy within the bargaining unit. Qualifications and seniority will be used in determining which employee will be selected to fill a vacant position. Determinations as to the qualifications shall be reasonably determined by management. The selection may be based on the following:

1. Employee possesses the physical and other qualifications to perform the essential position responsibilities with or without reasonable accommodations.

2. Employee does not have written level or above discipline for availability for work issues.

3. Employee demonstrates satisfactory performance in current position assignment; demonstrates ability to maintain harmonious relations with coworkers and supervisors; and observes City policies, rules and regulations.

(c) The position shall be awarded to the most qualified employee. When two or more employees possess substantially equal qualifications, departmental seniority shall determine which employee is selected for the vacancy. City seniority shall be used in the event the employees have equal departmental seniority. Hiring from outside the bargaining unit shall occur only when it is determined that no qualified/interested applicants exist within the bargaining unit. In the event the senior employee is not awarded the assignment to the vacant position, the employee may request written reasons for the denial.

Section 2. Promotions.

For the purposes of this section, promotion shall be defined as the advancement of an employee from their current position in a classification to a vacated or newly created position in another classification with a higher pay grade. All benefit eligible (non-probationary) employees shall be eligible for promotions to a higher classification for which they are qualified or for which a training program may be established. An employee who is serving a ~~special 520-hour~~

performance evaluation probationary period or is at the suspension level of discipline shall not be eligible to apply for a promotion. Under these circumstances eligibility to apply for a promotion shall not be acquired until the special probationary period has been successfully completed or for a period of five hundred twenty (520) hours after the suspension has been served.

All employees receiving a promotion shall be required to serve an interim probationary period as defined in Article 7. An employee who does not successfully complete interim probation and is returned to the employee's former position or a comparable position shall be compensated at the rate earned by the employee prior to the promotion plus any increases granted by the City Council.

An employee promoted to a higher classification will be moved back one step from the step attained at the time of promotion for each grade the employee moves down on the pay matrix, provided that the employee shall not be moved back past Step 3 of the pay matrix. An employee shall move to Step 1 of the appropriate grade when the employee has not achieved Step 3 at the time of the promotion. For any employee whose promotion date coincides with their anniversary date, the wage for the promotion shall be calculated prior to the calculation of the step increase.

Section 3. Transfers.

For the purpose of this section, a transfer shall be defined as an interdepartmental or an intra-departmental movement without change in the

employee's classification. An employee shall be entitled to retain the step that was achieved prior to the transfer.

Section 4. Demotions (Involuntary and Voluntary).

Employees may be downgraded (demoted) to a classification within a lower pay grade for the following reasons (The following enumerated list of reasons for demotion is not to be taken as an absolute list of all possible justifications for demotion):

A. Involuntary

1. For unsatisfactory performance on the employee's present job;
2. In the event continued performance of the employee's present job will, in the opinion of the Medical Advisor, injure the health of the employee;

B. Voluntary

1. In the event an employee is unable to perform the work assigned to their current classification because of injuries or physical limitations, but are able to do the work of a lower-rated classification, and provided that reasonable accommodations cannot be made for the employee;
2. In the event an employee requests reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by the City;

Procedures for involuntary demotion are governed by the provisions of Articles 4 and 7. Procedures for voluntary demotion are governed by the provision of Article 13, Section 16; Article 8, Section 1.E; and Article 7. The rate of pay for all demotions is as follows: for every grade that an employee is demoted, an employee is walked up and out on the pay matrix, provided however, that no employee shall move further out on the pay matrix than the employee's years of service plus any additional steps that the City Council has granted.

Section 5. Acting Assignments.

All bargaining unit members shall be eligible for acting assignments as set forth below.

- A. Eligibility. All benefit eligible (non-probationary) employees may be placed in an acting assignment by the department head or designee of the division wherein the employee is employed.
- B. Hours Available. Employees may be placed in an acting assignment until the position is filled.
- C. Acceptable Use. Acting assignments may be used to fill a position vacated by an employee, to fill a position of an employee on authorized leave or to temporarily fill a newly created position.
- D. Rate of Pay for Employees on Acting Assignments.
 - 1. An employee assigned to an acting capacity in a higher classification will be moved back one step from the step attained at the time of the acting assignment for each grade the employee moves down on the

pay matrix, provided that the employee shall not be moved back past Step 3 of the pay matrix. An employee shall move to Step 1 of the appropriate grade when the employee has not achieved Step 3 at the time of the acting assignment. For any employee whose acting assignment effective date coincides with their anniversary date, the wage for the acting assignment shall be calculated prior to the calculation of the step increase.

2. An employee assigned to an acting assignment in a higher classification prior to January 1, 2012, will retain the rate of pay described under the previous Memorandum of Agreement (effective January 1, 2009 through December 31, 2011). Should the employee be promoted into the position held as an acting assignment following January 1, 2012, the employee's position on the pay matrix will remain the same and will not be adjusted downward.

E. Special Conditions.

1. Employees shall continue to accrue seniority in their regular classification while serving in an acting assignment.
2. Employees serving in an acting assignment shall receive all premium pay for the position in which the employee is serving the acting assignment.
3. Department heads or their designee shall determine the employee to serve in an acting assignment based on

qualifications and other criteria and such determinations shall not be subject to the grievance procedure in this Agreement.

F. Return to Work.

1. An employee who has served in an acting assignment shall be returned to the employee's regular position at the completion of the acting assignment.
2. Employees shall return to their regular rate of pay, including any salary adjustments, when the employee is returned to the employee's regular position.

Section 6. Out of Class Pay.

All bargaining unit employees shall be eligible for out of class pay as set forth below.

- A. Eligibility. All benefit eligible employees may be required to perform duties not contained within the class specifications or job description for the position in which they are currently employed.
- B. Hours Available. All benefit eligible employees may be required to work an unlimited number of hours in an "out of class" status, subject to the provisions of paragraph D of this section.
- C. Acceptable Use.
 1. Department heads or their designee shall determine the qualifications and select the individual to perform out of class work.

2. The duration of an out of class assignment shall be governed by the provisions of Section 5 of this Article if the assignment is made for the purpose described within the Acting Assignment section (Section 5) of this Article.
3. "Out of Class" assignments may be made for indefinite periods of time if the assignment is made for the purposes of accomplishing the mission of the department and the employee is not assigned to a vacant position.

D. Compensation for Out of Class Work.

1. Employees who are assigned duties which are not contained within their classification specifications and such assigned duties fall within the classification specifications of a different classification in a higher pay grade shall be compensated by using the procedure delineated in Section 2 of this Article titled "Promotions." Work at the higher classification shall be performed for a period of ten (10) consecutive work days prior to becoming eligible for out of class pay. Out of class pay shall be paid for all work days in excess of ten (10) days.
2. If the employee performs duties assigned to a lower classification, the employee shall be compensated at the employee's regular or normal rate of pay.

E. Special Conditions. No employee shall refuse to perform duties assigned by the employee's supervisor or such employee shall be

subject to the disciplinary actions contained within this Agreement. However, an employee may grieve a failure to receive out of class pay if the employee believes that assigned duties fall within a higher compensated classification and the employee has performed such duties for more than ten (10) consecutive days.

- F. Return to Work. An employee who has been performing out of class duties shall be returned to the employee's regular or normal duties and pay once the out of class assignment is completed.

Section 7. Reclassification.

An employee whose position is reclassified to a classification in a higher grade will be placed at the step the employee had attained immediately prior to the reclassification. An employee whose position is reclassified or reallocated to a lower grade will be placed in the step equal to the number of years in service with the City plus any additional steps granted by the City Council in the grade assigned to the classification into which the position is being reclassified.

Section 8. Reallocation.

An employee whose position is reallocated to a classification in a higher grade will be compensated at the higher grade by using the procedure delineated in Section 2 of this Article.

ARTICLE 15

HOURS OF WORK

Section 1. General Provisions.

The normal work week for the duration of this Agreement shall be forty (40) hours. Normally, the forty (40) hours will consist of five (5) eight (8) hour days, however, variations to the schedule may be allowed pursuant to departmental operating needs and the best interest of an efficient and effective operation. Shift work may be used where needed, in the areas where there is shift work, pursuant to Section 3 of this Article. While office hours remain standardized, flexible scheduling for particular assignment and staff may be utilized. The basic work week for the duration of this Agreement shall be defined as starting at midnight Friday and ending at 12:01 a.m. on the following Saturday. Any overtime work shall only be allowed if it is specifically assigned by a duly authorized supervisor.

Section 2. Hours of Work/Non-Shift Work.

All day-shift personnel will generally work eight (8) hours per day, Monday through Friday, approximately between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Shift Work.

- A. Day shift and night shift are defined in Article 3 of this Agreement. Starting and ending times for shifts may be established pursuant to the provisions of this Article.

- B. Any department may establish shift work for members of this unit. Shifts shall only be established after good faith negotiations with the Union in an effort to reach agreement on the starting and ending times of such shifts.
- C. Split shifts shall not be established, (i.e., eight (8) hours of work performed over more than nine (9) consecutive hours), without negotiations with the Union as provided for in paragraph B, above.
- D. Departments utilizing shift work as of the first date of this Agreement may retain those shifts subject to future negotiations prior to any change in the starting and/or ending times of those shifts.
- E. Employees, working within the classification wherein shift work is to be performed, shall be allowed to bid for assignment to shift work based on their seniority within the department.

Section 4. Bidding for Shift Assignments.

Vacancies on a shift which occur, for any reason, shall be filled by the seniority bidding process from among qualified employees who normally perform the work required.

- A. Bidding for shift assignments will be held semi-annually beginning on June 1 through June 15 and December 1 through December 15 of each year. Results will be posted on departmental bulletin boards by June

30 and December 31 and will become effective at the start of the first full shift in July and January. All employees are eligible to bid if they have completed their initial new hire probationary period. All probationary employees may be assigned to any shift for training purposes by Management until the probationary period is complete and they are eligible to enter the bidding process. Bargaining unit members who fail to bid shall be assigned by Management to those shift assignments remaining open after the completion of the bidding process.

- B. Shift bidding shall occur with the most senior employee getting shift preference. All seniority determinations shall take place under the provisions of Article 6, Section 3.

Section 5. Advance Posting of Work Schedules.

- A. When applicable, management shall post monthly or bi-weekly schedules at least seven (7) working days in advance of the start of the schedule.
- B. Management shall give employees seven (7) working days' notice of changes in hours of work assignments or days off, except in declared emergency.
- C. Management shall, whenever possible, notify employees of special assignments, such as schools, seminars, in-service

training, etc., at least seven (7) working days in advance of the start of such assignment.

Section 6. Trading of Shifts/Days Off.

Trading of shifts and/or days off may occur with approval of Management and mutual agreement between the affected employees. All trading of shifts and/or days off shall be within the same pay period and the trade shall not cause the accrual of overtime solely by virtue of the trade. Requests to trade shifts and/or days off shall be submitted on a form to be provided by the employer, to the employee's immediate supervisor, not less than forty-eight (48) hours prior to the first work day to be traded. The employee who has assumed responsibility for working on a "traded" shift and/or day will be accountable for attendance on that shift and/or day as if it were their "normal" shift or day. If a shift trade involves a holiday, the employee who works on the holiday shall be entitled to the holiday pay.

Section 7. Flex Time.

By mutual agreement between the employee and Management, different work times and lunch periods may be agreed upon as a flexible work schedule (flex time). A day shift employee who opts for a flexible work schedule which includes hours of work which end after 6:00 PM shall not be considered a night shift employee and therefore shall not be entitled to shift differential.

Requests to work flex hours or to change flex hour schedules must be submitted in writing at least one (1) week in advance of the proposed effective date to the department head or their designee.

Requests to work flex hour schedules will be approved whenever possible provided that the department head or their designee determines that staffing levels and the effectiveness and efficiency of operations are not unreasonably or unduly affected.

Section 8. Rest/Meal Periods.

- A. Breaks/Rest Periods. All employees shall be allowed one paid break period of fifteen (15) minutes for each four (4) hours worked. Rest periods are intended to allow employees a brief break from work activities for rest and relaxation. Breaks are provided on employer-paid time and scheduled by each employee's supervisor or at times agreed between the employee and their supervisor.
1. Breaks may not be combined or accumulated to extend an employee's lunch period or to reduce the number of hours an employee is required to work each day.
 2. Breaks may not be used for late arrival or early departure from work.
 3. The scheduling of breaks is dependent on the type of work required of an employee and is subject to departmental rules. Breaks may be temporarily suspended when such breaks will

unreasonably affect City service. Employees not allowed to take their break at the normal time shall be allowed to take the break at an earlier or later time when work load permits.

B. Meal Periods. Depending upon the work assignment full-time employees may receive a paid or unpaid meal period.

1. Unpaid Meal Periods. Full-time employees assigned to positions with unpaid meal periods will be entitled to a meal period of thirty (30) minutes or one (1) hour as determined by the immediate supervisor. Meal periods should be scheduled as close to the middle of the work shift as possible, as the work load permits. Employees must be completely relieved of work duties during unpaid meal periods. Meal periods may not be used for late arrival or early departure from work. Meal periods and break periods may not be combined.

2. Paid Meal Periods. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

C. Reimbursement for Meals. An employee who is required to attend a dinner, lunch or similar function wherein the employee is required to pay for the meal shall be reimbursed for such costs. A department head may authorize payment of meals for an individual or group of

individuals who have been invited to participate in a meeting or an activity which is to the benefit of the City.

Section 9. Overtime.

Overtime work shall be offered under the following conditions:

- A. General Policy. The authorization and control of all overtime work is the direct responsibility of the department head. Overtime hours shall be defined as the total hours worked including any in pay status, excluding holiday pay, which exceeds the FLSA limit.
- B. Voluntary Overtime/Call Back.
 - 1. The City shall establish and maintain a voluntary overtime list from which the City shall offer emergency and scheduled overtime in a manner as set forth below; provided, however, that probationary employees shall not be eligible for voluntary overtime except for an extreme emergency, as determined by the department/division head or designee, or when the voluntary overtime list has been exhausted. This list shall be used, except for employees on official standby, for scheduling bargaining unit employees for voluntary overtime. Provided, however, an employee may be held over at the end of the employee's shift in order to complete a project, for a period of time not to exceed four (4) hours.

2. Employees may notify the City of their desire to be included on the voluntary overtime list by filing a written notice of their desire with the appropriate member of management between June 1 and June 15 and between December 1 and December 15 each year, when new voluntary overtime lists based on seniority will be developed. However, otherwise qualified employees who complete probation may submit written requests to be added to the list at that time. Written requests by employees to remove their names from the list may be submitted at any time.
3. Implementation of the voluntary overtime list will commence with the employee who has the most department seniority and who is qualified to perform the work required and rotate through the least senior employee on a continuing and repeat basis. That is, when there is overtime work to be assigned, the supervisor will start at the beginning of the list, or at the point last left off, whichever is appropriate, then move to the next name on the list until someone volunteers to work the available overtime. No employee, regardless of seniority, will be allowed to work in a position for which they are not qualified or for which they will not have received adequate rest. Adequate rest, as used herein, shall be defined as not less than eight (8) consecutive hours of duty free time between work periods.

Work periods shall not exceed sixteen (16) consecutive hours except during a declared emergency.

4. For the purpose of “rotation,” each legitimate attempted contact which does not result in the employee working the available overtime shall be considered to constitute a rejection of the available overtime and shall result in the employee being rotated to the bottom of the list.
5. All employees on the voluntary overtime list except those on approved leave on the day the overtime is offered shall be eligible for available overtime. Employees on approved leave will not be rotated to the bottom of the list, but rather retain their positions until their return. However, employees coming back from approved leave must work at least half a shift prior to being eligible for overtime.
6. An employee may refuse voluntary overtime without penalty except for being rotated to the bottom of the list.
7. When staffing shortages occur due to the unavailability of non-probationary employees the department/division head may assign work to probationary employees for emergency work assignments.
8. When a particular employee is assigned to a specific defined project, that employee may, because of special expertise, also be offered any overtime required for and associated with that

project without regard to the voluntary overtime list; however, in the event such employee is unable to perform the additional work or otherwise turns down such an opportunity, the voluntary overtime list will be applied.

C. Involuntary Overtime/Call Back. The assignment of involuntary overtime shall be accomplished in the following manner:

1. The City shall establish and maintain an overtime list of all non-probationary employees from which overtime shall be assigned in the event no member listed on the voluntary overtime list is available or willing to work the overtime on a voluntary basis. The list shall contain the names, in inverse departmental seniority order, of all employees who normally perform the work required.
2. The overtime assignment shall be given to the least senior member who has had adequate rest as defined in Paragraph B, 3 above and the assignment shall be noted on the list. Subsequent assignments shall be given to the next member on the list with the least amount of seniority who has not received an involuntary assignment of overtime until all members have been assigned involuntary overtime and at that time the process shall re-commence from the top of the list.

3. After all of the above have been exhausted, the department/division head or designee may assign work to probationary employees.
 4. No employee may refuse a call for involuntary overtime work without being subject to disciplinary action. Under certain circumstances of personal hardship, the Employer may choose to excuse an employee from involuntary overtime work, but in that event such employee shall be first on the list when an involuntary overtime situation next arises.
 5. The Employer shall retain the right to call any employee into work without regard to the involuntary overtime list if the employee's particular skills or qualifications are required to accomplish a task or if, due to the nature of an emergency, an unacceptable delay in a reporting time could otherwise be experienced.
- D. For the purposes of this Section, "hold-over" overtime shall be counted as an involuntary overtime assignment. Hold-over shall be defined as the period of time when an employee is required to remain on the job until such time as another employee is found to replace the original employee held over or an employee is required to remain to complete a project.
- E. Voluntary and involuntary overtime offered or assigned within the Police Department shall be offered in blocks of time not to exceed

eight (8) hours. The eight (8) hour blocks of time shall be divided into two (2) hour segments.

Section 10. Time and Place for Reporting to Work.

- A. Personnel shall report for duty no later than the beginning of their assigned work schedule.
- B. The shift supervisor will assign the employee's work station prior to the start of the work day.
- C. An employee anticipating being late shall report that fact to the department at least one hour prior to the shift start time or at their earliest possible opportunity if due to extreme extenuating circumstances.
- D. If an employee is not present at the beginning of their assigned work schedule, he or she will be considered late for work (tardy), and so noted by the supervisor. Employees who are tardy four (4) times within any six (6) month period shall be subject to the first level of progressive disciplinary action. Three (3) additional instances of being tardy will constitute a second offense and each additional tardy thereafter will be considered a single offense. Each offense shall be subject to progressive disciplinary action in accordance with Article 4, Discipline and Discharge.

- E. Employees may be permitted to clock in to work no more than seven (7) minutes prior to the beginning of their assigned work schedule.

Section 11. Clean-up Time.

Employees who are engaged in the type of work which necessitates cleaning up prior to a meal shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift. However, where work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

ARTICLE 16

DURATION, TERMINATION AND AMENDMENTS

This Agreement shall be effective beginning January 1, ~~2018~~2021, and shall remain in full force and effect through December 31, ~~2020~~2022. Articles may be re-opened throughout the term of this Agreement by mutual consent of both parties. The provisions of this Agreement shall remain binding on the parties during negotiations as in K.S.A. 75-4321 et. seq. for a successor agreement.

Should any provisions of this Agreement be held unlawful by a court of competent jurisdiction, all other provisions shall remain in force for the duration of the Agreement. Negotiations shall commence at a mutually agreeable time in the event replacement provisions are deemed to be necessary by the Union or the Employer.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____, 2020, IN

THE CITY OF TOPEKA, KANSAS, BY:

AFT KANSAS LOCAL 6406

Larry Fairchild, President Local 6406
Fleet Services

Danielle Musick, Negotiations Team Member
Street Maintenance

Brian Kelly, Steward
Fleet Services

Hank Halseth, Negotiations Team Member
Traffic Operations

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

ATTEST:

Brenda Younger, City Clerk

APPENDIX A

AFT

2021 Pay Matrix

0.25% Increase from 2020

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
KAPE1	K01	11.53	11.70	11.88	12.07	12.26	12.46	12.65	12.84	13.03	13.23	13.44	13.64	13.84	14.05	14.27	14.50	14.72	14.94	15.16	15.41	15.64
KAPE1	K02	11.87	12.06	12.25	12.45	12.64	12.83	13.02	13.22	13.43	13.63	13.83	14.04	14.26	14.49	14.71	14.93	15.15	15.40	15.63	15.86	16.11
KAPE1	K03	12.24	12.44	12.63	12.82	13.01	13.21	13.42	13.62	13.82	14.03	14.25	14.48	14.70	14.92	15.14	15.39	15.62	15.85	16.10	16.35	16.61
KAPE1	K04	12.62	12.81	13.00	13.20	13.41	13.61	13.81	14.02	14.24	14.47	14.69	14.91	15.13	15.38	15.61	15.84	16.09	16.34	16.60	16.85	17.10
KAPE1	K05	12.99	13.19	13.40	13.60	13.80	14.01	14.23	14.46	14.68	14.90	15.12	15.37	15.60	15.83	16.08	16.33	16.59	16.84	17.09	17.35	17.62
KAPE1	K06	13.39	13.59	13.79	14.00	14.22	14.45	14.67	14.89	15.11	15.35	15.59	15.82	16.07	16.32	16.58	16.83	17.08	17.34	17.61	17.87	18.14
KAPE1	K07	13.79	14.00	14.22	14.45	14.67	14.89	15.11	15.35	15.59	15.82	16.07	16.32	16.58	16.83	17.08	17.34	17.61	17.87	18.14	18.42	18.71
KAPE1	K08	14.18	14.41	14.63	14.85	15.07	15.30	15.54	15.77	16.00	16.26	16.52	16.77	17.02	17.28	17.55	17.81	18.07	18.35	18.64	18.92	19.20
KAPE1	K09	14.64	14.86	15.08	15.31	15.55	15.78	16.02	16.28	16.54	16.79	17.04	17.30	17.57	17.83	18.09	18.37	18.66	18.94	19.22	19.53	19.82
KAPE2	K10	15.07	15.30	15.54	15.77	16.00	16.26	16.52	16.77	17.02	17.28	17.55	17.81	18.07	18.35	18.64	18.92	19.20	19.51	19.80	20.10	20.41
KAPE2	K11	15.53	15.76	15.99	16.25	16.51	16.76	17.01	17.27	17.54	17.80	18.06	18.34	18.63	18.91	19.19	19.49	19.78	20.08	20.39	20.71	21.02
KAPE2	K12	15.97	16.23	16.49	16.74	16.99	17.25	17.52	17.78	18.04	18.32	18.61	18.89	19.17	19.47	19.76	20.05	20.37	20.69	21.00	21.32	21.65
KAPE2	K13	16.49	16.74	16.99	17.25	17.52	17.78	18.04	18.32	18.61	18.89	19.17	19.47	19.76	20.05	20.37	20.69	21.00	21.32	21.65	21.97	22.31
KAPE2	K14	16.98	17.24	17.51	17.77	18.03	18.31	18.60	18.88	19.16	19.46	19.75	20.04	20.36	20.68	20.99	21.31	21.64	21.96	22.30	22.65	22.99
KAPE2	K15	17.49	17.75	18.01	18.29	18.58	18.86	19.14	19.43	19.73	20.02	20.34	20.66	20.97	21.29	21.62	21.94	22.26	22.61	22.95	23.29	23.65
KAPE2	K16	18.00	18.28	18.57	18.85	19.13	19.42	19.72	20.01	20.33	20.65	20.96	21.27	21.61	21.93	22.25	22.60	22.94	23.28	23.64	23.99	24.36
KAPE2	K17	18.56	18.84	19.12	19.41	19.71	20.00	20.32	20.64	20.95	21.26	21.60	21.92	22.24	22.59	22.93	23.27	23.63	23.98	24.35	24.73	25.10
KAPE2	K18	19.11	19.40	19.70	19.99	20.31	20.63	20.94	21.25	21.58	21.90	22.22	22.57	22.91	23.25	23.61	23.96	24.33	24.71	25.08	25.46	25.85
KAPE3	K19	19.69	19.98	20.30	20.62	20.93	21.24	21.57	21.89	22.21	22.56	22.90	23.24	23.60	23.95	24.31	24.69	25.06	25.44	25.83	26.21	26.62
KAPE3	K20	20.28	20.60	20.91	21.22	21.55	21.87	22.19	22.54	22.88	23.22	23.58	23.93	24.29	24.67	25.04	25.42	25.81	26.19	26.59	27.00	27.41
KAPE3	K21	20.91	21.22	21.55	21.87	22.19	22.54	22.88	23.22	23.58	23.93	24.29	24.67	25.04	25.42	25.81	26.19	26.59	27.00	27.41	27.82	28.24
KAPE3	K22	21.54	21.86	22.18	22.53	22.87	23.21	23.57	23.92	24.28	24.66	25.03	25.41	25.80	26.18	26.58	26.99	27.40	27.81	28.23	28.67	29.10
KAPE3	K23	22.17	22.51	22.86	23.20	23.56	23.91	24.27	24.65	25.02	25.40	25.79	26.17	26.57	26.98	27.39	27.80	28.22	28.65	29.09	29.53	29.98
KAPE3	K24	22.85	23.19	23.55	23.90	24.26	24.64	25.01	25.39	25.78	26.16	26.56	26.97	27.38	27.79	28.21	28.64	29.08	29.52	29.97	30.42	30.89
KAPE3	K25	23.53	23.89	24.25	24.63	25.00	25.38	25.77	26.15	26.55	26.96	27.37	27.78	28.20	28.63	29.07	29.51	29.96	30.41	30.88	31.34	31.82
KAPE3	K26	24.23	24.61	24.98	25.36	25.74	26.12	26.52	26.93	27.33	27.75	28.17	28.60	29.04	29.48	29.92	30.36	30.83	31.29	31.77	32.25	32.74
KAPE3	K27	24.99	25.37	25.75	26.13	26.53	26.94	27.34	27.76	28.18	28.61	29.05	29.49	29.94	30.38	30.85	31.31	31.79	32.27	32.77	33.26	33.76
KAPE4	K28	25.74	26.12	26.52	26.93	27.33	27.75	28.17	28.60	29.04	29.48	29.92	30.36	30.83	31.29	31.77	32.25	32.74	33.24	33.74	34.25	34.76
KAPE4	K29	26.51	26.92	27.32	27.74	28.16	28.59	29.03	29.47	29.91	30.35	30.82	31.28	31.76	32.24	32.73	33.23	33.73	34.24	34.75	35.28	35.82
KAPE4	K30	27.30	27.72	28.14	28.57	29.01	29.45	29.89	30.33	30.80	31.26	31.74	32.22	32.70	33.20	33.70	34.21	34.72	35.25	35.78	36.33	36.88
KAPE4	K31	28.14	28.57	29.01	29.45	29.89	30.33	30.80	31.26	31.74	32.22	32.70	33.20	33.70	34.21	34.72	35.25	35.78	36.33	36.88	37.43	38.00
KAPE4	K32	28.99	29.43	29.87	30.31	30.78	31.24	31.71	32.20	32.68	33.18	33.68	34.19	34.70	35.23	35.76	36.31	36.86	37.41	37.98	38.55	39.14
KAPE4	K33	29.87	30.31	30.78	31.24	31.71	32.20	32.68	33.18	33.68	34.19	34.70	35.23	35.76	36.31	36.86	37.41	37.98	38.55	39.14	39.73	40.33
KAPE4	K34	30.76	31.22	31.69	32.18	32.66	33.16	33.66	34.17	34.68	35.21	35.74	36.29	36.83	37.39	37.96	38.53	39.12	39.71	40.31	40.91	41.54
KAPE4	K35	31.69	32.18	32.66	33.16	33.66	34.17	34.68	35.21	35.74	36.29	36.83	37.39	37.96	38.53	39.12	39.71	40.31	40.91	41.54	42.16	42.79
KAPE4	K36	32.64	33.14	33.64	34.15	34.66	35.19	35.72	36.27	36.81	37.37	37.94	38.51	39.10	39.69	40.29	40.89	41.51	42.14	42.77	43.42	44.08
KAPE5	K37	33.64	34.15	34.66	35.19	35.72	36.27	36.81	37.37	37.94	38.51	39.10	39.69	40.29	40.89	41.51	42.14	42.77	43.42	44.08	44.75	45.43
KAPE5	K38	34.63	35.16	35.69	36.24	36.78	37.34	37.91	38.47	39.06	39.65	40.25	40.85	41.47	42.10	42.73	43.38	44.04	44.71	45.39	46.08	46.77
KAPE5	K39	35.68	36.23	36.77	37.33	37.90	38.46	39.05	39.64	40.24	40.84	41.46	42.09	42.72	43.37	44.03	44.70	45.38	46.07	46.76	47.47	48.20
KAPE5	K40	36.76	37.32	37.89	38.45	39.04	39.63	40.23	40.83	41.45	42.08	42.71	43.36	44.02	44.69	45.37	46.06	46.75	47.46	48.19	48.91	49.66

AFT

2022 Pay Matrix

1.00% Increase from 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
KAPE1	K01	11.65	11.82	12.00	12.20	12.39	12.59	12.78	12.97	13.17	13.37	13.58	13.78	13.98	14.20	14.42	14.65	14.87	15.09	15.32	15.57	15.80
KAPE1	K02	11.99	12.19	12.38	12.58	12.77	12.96	13.16	13.36	13.57	13.77	13.97	14.19	14.41	14.64	14.86	15.08	15.31	15.56	15.79	16.02	16.28
KAPE1	K03	12.37	12.57	12.76	12.95	13.15	13.35	13.56	13.76	13.96	14.18	14.40	14.63	14.85	15.07	15.30	15.55	15.78	16.01	16.27	16.52	16.78
KAPE1	K04	12.75	12.94	13.13	13.34	13.55	13.75	13.95	14.17	14.39	14.62	14.84	15.06	15.29	15.54	15.77	16.00	16.26	16.51	16.77	17.02	17.28
KAPE1	K05	13.12	13.33	13.54	13.74	13.94	14.16	14.38	14.61	14.83	15.05	15.28	15.53	15.76	15.99	16.25	16.50	16.76	17.01	17.27	17.53	17.80
KAPE1	K06	13.53	13.73	13.93	14.14	14.37	14.60	14.82	15.04	15.27	15.51	15.75	15.98	16.24	16.49	16.75	17.00	17.26	17.52	17.79	18.05	18.33
KAPE1	K07	13.93	14.14	14.37	14.60	14.82	15.04	15.27	15.51	15.75	15.98	16.24	16.49	16.75	17.00	17.26	17.52	17.79	18.05	18.33	18.61	18.90
KAPE1	K08	14.33	14.56	14.78	15.00	15.23	15.46	15.70	15.93	16.16	16.43	16.69	16.94	17.20	17.46	17.73	17.99	18.26	18.54	18.83	19.11	19.40
KAPE1	K09	14.79	15.01	15.24	15.47	15.71	15.94	16.19	16.45	16.71	16.96	17.22	17.48	17.75	18.01	18.28	18.56	18.85	19.13	19.42	19.73	20.02
KAPE2	K10	15.23	15.46	15.70	15.93	16.16	16.43	16.69	16.94	17.20	17.46	17.73	17.99	18.26	18.54	18.83	19.11	19.40	19.71	20.00	20.31	20.62
KAPE2	K11	15.69	15.92	16.15	16.42	16.68	16.93	17.19	17.45	17.72	17.98	18.25	18.53	18.82	19.10	19.39	19.69	19.98	20.29	20.60	20.92	21.24
KAPE2	K12	16.13	16.40	16.66	16.91	17.16	17.43	17.70	17.96	18.23	18.51	18.80	19.08	19.37	19.67	19.96	20.26	20.58	20.90	21.21	21.54	21.87
KAPE2	K13	16.66	16.91	17.16	17.43	17.70	17.96	18.23	18.51	18.80	19.08	19.37	19.67	19.96	20.26	20.58	20.90	21.21	21.54	21.87	22.19	22.54
KAPE2	K14	17.15	17.42	17.69	17.95	18.22	18.50	18.79	19.07	19.36	19.66	19.95	20.25	20.57	20.89	21.20	21.53	21.86	22.18	22.53	22.88	23.22
KAPE2	K15	17.67	17.93	18.20	18.48	18.77	19.05	19.34	19.63	19.93	20.23	20.55	20.87	21.18	21.51	21.84	22.16	22.49	22.84	23.18	23.53	23.89
KAPE2	K16	18.18	18.47	18.76	19.04	19.33	19.62	19.92	20.22	20.54	20.86	21.17	21.49	21.83	22.15	22.48	22.83	23.17	23.52	23.88	24.23	24.61
KAPE2	K17	18.75	19.03	19.32	19.61	19.91	20.20	20.53	20.85	21.16	21.48	21.82	22.14	22.47	22.82	23.16	23.51	23.87	24.22	24.60	24.98	25.36
KAPE2	K18	19.31	19.60	19.90	20.19	20.52	20.84	21.15	21.47	21.80	22.12	22.45	22.80	23.14	23.49	23.85	24.20	24.58	24.96	25.34	25.72	26.11
KAPE3	K19	19.89	20.18	20.51	20.83	21.14	21.46	21.79	22.11	22.44	22.79	23.13	23.48	23.84	24.19	24.56	24.94	25.32	25.70	26.09	26.48	26.89
KAPE3	K20	20.49	20.81	21.12	21.44	21.77	22.09	22.42	22.77	23.11	23.46	23.82	24.17	24.54	24.92	25.30	25.68	26.07	26.46	26.86	27.27	27.69
KAPE3	K21	21.12	21.44	21.77	22.09	22.42	22.77	23.11	23.46	23.82	24.17	24.54	24.92	25.30	25.68	26.07	26.46	26.86	27.27	27.69	28.10	28.53
KAPE3	K22	21.76	22.08	22.41	22.76	23.10	23.45	23.81	24.16	24.53	24.91	25.29	25.67	26.06	26.45	26.85	27.26	27.68	28.09	28.52	28.96	29.40
KAPE3	K23	22.40	22.74	23.09	23.44	23.80	24.15	24.52	24.90	25.28	25.66	26.05	26.44	26.84	27.25	27.67	28.08	28.51	28.94	29.39	29.83	30.28
KAPE3	K24	23.08	23.43	23.79	24.14	24.51	24.89	25.27	25.65	26.04	26.43	26.83	27.24	27.66	28.07	28.50	28.93	29.38	29.82	30.27	30.73	31.20
KAPE3	K25	23.77	24.13	24.50	24.88	25.25	25.64	26.03	26.42	26.82	27.23	27.65	28.06	28.49	28.92	29.37	29.81	30.26	30.72	31.19	31.66	32.14
KAPE3	K26	24.48	24.86	25.23	25.62	26.00	26.39	26.79	27.20	27.61	28.03	28.46	28.89	29.34	29.78	30.22	30.67	31.14	31.61	32.09	32.58	33.07
KAPE3	K27	25.24	25.63	26.01	26.40	26.80	27.21	27.62	28.04	28.47	28.90	29.35	29.79	30.24	30.69	31.16	31.63	32.11	32.60	33.10	33.60	34.10
KAPE4	K28	26.00	26.39	26.79	27.20	27.61	28.03	28.46	28.89	29.34	29.78	30.22	30.67	31.14	31.61	32.09	32.58	33.07	33.58	34.08	34.60	35.11
KAPE4	K29	26.78	27.19	27.60	28.02	28.45	28.88	29.33	29.77	30.21	30.66	31.13	31.60	32.08	32.57	33.06	33.57	34.07	34.59	35.10	35.64	36.18
KAPE4	K30	27.58	28.00	28.43	28.86	29.31	29.75	30.19	30.64	31.11	31.58	32.06	32.55	33.03	33.54	34.04	34.56	35.07	35.61	36.14	36.70	37.25
KAPE4	K31	28.43	28.86	29.31	29.75	30.19	30.64	31.11	31.58	32.06	32.55	33.03	33.54	34.04	34.56	35.07	35.61	36.14	36.70	37.25	37.81	38.38
KAPE4	K32	29.28	29.73	30.17	30.62	31.09	31.56	32.03	32.53	33.01	33.52	34.02	34.54	35.05	35.59	36.12	36.68	37.23	37.79	38.36	38.94	39.54
KAPE4	K33	30.17	30.62	31.09	31.56	32.03	32.53	33.01	33.52	34.02	34.54	35.05	35.59	36.12	36.68	37.23	37.79	38.36	38.94	39.54	40.13	40.74
KAPE4	K34	31.07	31.54	32.01	32.51	32.99	33.50	34.00	34.52	35.03	35.57	36.10	36.66	37.20	37.77	38.34	38.92	39.52	40.11	40.72	41.32	41.96
KAPE4	K35	32.01	32.51	32.99	33.50	34.00	34.52	35.03	35.57	36.10	36.66	37.20	37.77	38.34	38.92	39.52	40.11	40.72	41.32	41.96	42.59	43.22
KAPE4	K36	32.97	33.48	33.98	34.50	35.01	35.55	36.08	36.64	37.18	37.75	38.32	38.90	39.50	40.09	40.70	41.30	41.93	42.57	43.20	43.86	44.53
KAPE5	K37	33.98	34.50	35.01	35.55	36.08	36.64	37.18	37.75	38.32	38.90	39.50	40.09	40.70	41.30	41.93	42.57	43.20	43.86	44.53	45.20	45.89
KAPE5	K38	34.98	35.52	36.05	36.61	37.15	37.72	38.29	38.86	39.46	40.05	40.66	41.26	41.89	42.53	43.16	43.82	44.49	45.16	45.85	46.55	47.24
KAPE5	K39	36.04	36.60	37.14	37.71	38.28	38.85	39.45	40.04	40.65	41.25	41.88	42.52	43.15	43.81	44.48	45.15	45.84	46.54	47.23	47.95	48.69
KAPE5	K40	37.13	37.70	38.27	38.84	39.44	40.03	40.64	41.24	41.87	42.51	43.14	43.80	44.47	45.14	45.83	46.53	47.22	47.94	48.68	49.40	50.16

Appendix B

AFT Classification and Grade List

CLASSIFICATION	GRADE
ACCOUNTING SPECIALIST I	K15
AIRCRAFT MECHANIC I	NA
AIRCRAFT MECHANIC II	K26
ANIMAL CONTROL OFFICER	K10
AQUATICS SPECIALIST	K19
ARBORIST I	K10
ARBORIST II	K14
ARBORIST III	K18
ASSOCIATE PLANNER	K18
BIOLOGIST	K22
CARPENTER	K17
CHEMIST	K21
CIVIL RIGHTS INVESTIGATOR	K18
COMMUNITY RESOURCE SPECIALIST	K18
COMPLIANCE INSPECTOR I	K16
COMPUTER OPERATOR	K28
COURIER/BLDG ATTENDANT	K03
COURT CLERK I	K10
COURT CLERK II	K14
ECONOMICS DEVELOPMENT SPECIALIST	K26
EDUCATION SPECIALIST	K18
ELECTRICIAN	K25
ELECTRONICS TECHNICIAN I	K16
ELECTRONICS TECHNICIAN II	K20
ENGINEERING TECHNICIAN I	K14
ENGINEERING TECHNICIAN II	K19
ENVIRONMENTAL TECHNICIAN I	K20
ENVIRONMENTAL TECHNICIAN II	K25
EQUIPMENT OPERATOR I	K08
EQUIPMENT OPERATOR II	K12
EQUIPMENT OPERATOR III	K15
EROSION CONTROL INSPECTOR I	K14
EROSION CONTROL INSPECTOR II	K18
GIS ANALYST	K21
GIS TECHNICIAN	K16
GRANTWRITER	K16
HORTICULTURIST	K17
HQS INSPECTOR	K15
HUMAN RELATIONS SPECIALIST	K18
HVAC SPECIALIST	K15

CLASSIFICATION	GRADE
INVENTORY SPECIALIST	K09
LABORATORY TECHNICIAN	K14
MAINTENANCE WORKER I	K03
MAINTENANCE WORKER II	K08
MAINTENANCE WORKER III	K12
MASTER MECHANIC	K18
MECHANIC I	K14
MECHANIC II	K16
NETWORK ENGINEER	K28
OFFICE ASSISTANT I	K04
OFFICE ASSISTANT II	K07
OFFICE ASSISTANT III	K12
PARKING CONTROL OFFICER I	K08
PARKING CONTROL OFFICER II	K10
PLANNER I	K21
PLANNER II	K28
PLUMBER	K22
POLICE RECORDS CLERK	K10
PROBATION OFFICER I	K16
PROCUREMENT OFFICER I	K18
PROCUREMENT OFFICER II	K24
PROPERTY MAINT INSPECTOR I	K13
PROPERTY MAINT INSPECTOR II	K16
PROPERTY MAINT INSPECTOR III	K22
REAL ESTATE OFFICER	K27
RECREATION SPECIALIST I	K06
RECREATION SPECIALIST II	K19
REHABILITATION SPECIALIST I	K22
SAFETY SPECIALIST	K22
SECURITY MONITOR	K03
SENIOR ANIMAL CONTROL OFFICER	K14
SENIOR ZOO KEEPER	K17
SYSTEM DEVELOPER I	K22
SYSTEM DEVELOPER II	K28
USER SYSTEM CONSULTANT	K23
WELDER	K11
ZOO COMMISSARY SPECIALIST	K06
ZOO KEEPER	K10
ZOO VET TECHNICIAN	K12

CITY OF TOPEKA

CONTRACT # _____

AGREEMENT
between

CITY OF TOPEKA

and the

AFT KANSAS LOCAL 6406

Technical and Fiscal Staff and Clerical, Service, and
Maintenance employees

JANUARY 1, 2021 – DECEMBER 31, 2022



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ARTICLE 1
RECOGNITION AND UNION SECURITY

Section 1. Preamble.

This Agreement is entered into between the City of Topeka, Kansas, hereinafter referred to as the City, and the Technical and Fiscal Staff and Clerical, Service, and Maintenance employees (“employees”) as AFT Kansas, Local 6406, hereinafter referred to as the Union. This Agreement constitutes the implementation of the provisions of K.S.A. 1975, Supp. 75-4321 et seq., as amended, in order to provide for orderly and constructive employment relations in the public interest, in the interest of the employees hereby covered, and in the interest of the City.

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

It is the purpose of this Agreement to maintain a harmonious relationship between the City and the Union, to provide for equitable and peaceful adjustment of differences which may have arisen and to establish wages, hours and other conditions of employment.

The City and the Union recognize that it is in the best interest of both parties and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the City and the Union, and their respective representatives at all levels, will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as the exclusive bargaining representative of all employees in the bargaining unit.

Section 2. Employees Covered.

This Agreement shall be restricted to the employees within the collective bargaining unit as defined in the State of Kansas Public Employee Relations Board Case 75-UDC-3-1996.

Section 3. Employee Rights.

The employees shall have the right to form, join and participate in the activities of the Union, for the purpose of meeting and conferring with the City with respect to grievances and conditions of employment. In accordance with existing state laws, the employees also shall have the right to refuse to join or participate in the activities of the Union.

Section 4. Bargaining Unit.

The City recognizes the Union as the authorized representative of all benefit eligible employees in the following classifications.

Accounting Specialist I	GIS Analyst
Aircraft Mechanic I, II	GIS Technician
Animal control Officer	Grant Writer
Aquatics Specialist	Horticulturist
Arborist I, II, III	HQS Inspector
Associate Planner	Human Relations Specialist
Biologist	HVAC Specialist
Carpenter	Inventory Specialist
Chemist	Laboratory Technician
Civil Rights Investigator	Maintenance Worker I, II, III
Community Resource Specialist	Master Mechanic
Compliance Inspector I	Mechanic I, II
Computer Operator	Network Engineer
Courier/Building Attendant	Office Assistant I, II, III
Court Clerk I, II	Parking Control Officer I, II
Economic Development Specialist	Planner I, II
Education Specialist	Plumber
Electrician	Police Records Clerk
Electronics Technician I, II	Probation Officer I
Engineering Technician I, II	Procurement Officer I, II
Environmental Technician I, II	Property Maintenance Inspector I, II, III
Equipment Operator I, II, III	Real Estate Officer
Erosion Control Inspector I, II	Recreation Specialist I, II

Rehabilitation Specialist I	User System Consultant
Safety Specialist	Welder
Security Monitor	Zoo Commissary Specialist
Senior Animal Control Officer	Zoo Keeper
Senior Zoo Keeper	Zoo Veterinary Technician
System Developer I, II	

The City agrees to advise the Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The fact that a job classification is listed within Article I, § 4 does not impose any obligation upon the City to fill it. The City agrees to meet and confer with the Union regarding the terms and conditions of employment of the affected employees prior to taking either of the above referenced listed personnel actions.

Section 5. Union Dues Deductions.

The City agrees to deduct the Union membership assessments, dues, and/or representation fee bi-weekly from the pay of those employees who personally request in writing that such deductions be made. The written authorization for the above deduction shall be delivered and received in the office of the Financial Director no later than thirty (30) days prior to the date that the deduction is to be made. The amounts to be deducted shall be certified to the City by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer of the Union

by the end of the succeeding month after such deductions are made by the City. An itemized statement shall consist of a listing of every employee for which current Union deductions are withheld.

The above shall not limit the right of any employee, who after one hundred and eighty (180) days from the date of his/her initial authorization, directs a written request thirty (30) days prior to cancellation to the Director of Financial Services and Union President stating he/she no longer desires deductions for Union membership assessments, dues, and/or representation fees.

All other qualifying deductions shall be deducted from the employee's pay before the Union check-off is deducted. The City is not responsible for the union dues deduction in the event sufficient wages do not remain once other qualifying deductions are made. The City shall not deduct dues when an employee is receiving any type of non-paid leave.

An employee's authorization shall automatically be canceled upon termination of employment or following any placement in a classification outside of the bargaining unit.

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

Section 6. Orientation of New Employees.

The City shall provide each new employee with a copy of the collective bargaining agreement then in force. Management will cooperate in permitting the newly hired employee to attend a private on-the-job orientation session of

approximately fifteen (15) minutes with his/her steward during the new employee's first two (2) weeks of work. In order to facilitate participation in the union orientation portion of the employee's city orientation, the City will inform AFT KANSAS of the date, time, and location of all orientation sessions one week in advance. Within that notification, the City will provide the names of all employees scheduled to attend and their position titles.

Section 7. Visits by Union Representatives.

Non-employee union representatives will be permitted to come on the premises of the City for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement and fulfilling their exclusive representative obligation to the members of the appropriate unit, provided they report to the Department Head and give the following information:

- A. The name of the employee to be visited.
- B. The approximate time needed for the visit.

The Department Head will determine whether the employee's duties are such that the employee is available at the designated time to talk to the Union representative. If the Department 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 8. Steward Procedures.

(a) The City and AFT KANSAS recognize that it is in the best interests of the City and the bargaining unit members to provide trained individuals to assist the members in resolving problems in the workplace. It is therefore agreed that the following procedures shall be followed in order to provide assistance to the members.

The Union shall provide a listing of all official Union stewards to the Human Resources Director. Any change in the status of a Union steward or the replacement of an official Union steward shall be provided to the Human Resources Director after a change has been made.

The function of stewards is to represent and/or serve as witnesses for bargaining unit members in disciplinary meetings which the member reasonably believes will culminate in disciplinary actions, assisting members in making determinations relative to the grievability of issues, drafting grievances and in presenting grievances and grievance cases to management. Each steward will be allowed reasonable time during working hours, without loss of pay or leave, for the purposes of representing members and discussing grievances or potential grievances in the appropriate area represented by the steward. Reasonable time means not more than three (3) hours per week unless additional time is granted by management.

In addition to the above responsibilities, the function of the chief steward is to represent AFT KANSAS officials and to give advice and assistance to line stewards. The chief steward shall observe the same guidelines as the line steward.

Any time spent by a line steward or the chief steward participating in any type of investigation or meeting called by management shall not be counted as a portion of the time granted to the steward to perform his/her duties.

It is agreed that the time during working hours granted to the steward pursuant to this agreement shall not be used for discussing any matters connected with the operation of AFT KANSAS, the collection of dues or assessments, the solicitation of memberships, campaigning for elective office in AFT KANSAS or the distribution of AFT KANSAS literature unless such literature pertains to the resolution of grievances.

(b) Notification by Stewards of the Need to Leave the Work Site.

1. To attend a meeting called by management: A steward shall inform his/her supervisor that he/she is leaving his/her work site to attend a meeting called by management to represent a member of the unit. The steward's supervisor may contact the management member calling the meeting in order to reschedule the meeting in the event the conditions existing at the time of the meeting make it impossible for the steward to be in attendance at the meeting. The supervisor shall inform the steward of the rescheduling of the meeting if the meeting is canceled and subsequently rescheduled. Time spent in such meetings shall not be counted as a portion of the weekly time allotted to the Union steward.

2. To meet with a member regarding a grievance or potential grievance: The steward shall, prior to leaving the work site, request permission of his/her supervisor to leave the work site to discuss a

grievance matter with a unit member. The supervisor may deny the request to leave the work site at the requested time if the supervisor has good cause for such denial. The supervisor shall inform the steward of the time when the steward may be excused.

The steward shall contact the employee's supervisor and inform the supervisor of the name of the employee with whom the steward needs to meet and the anticipated duration of the meeting. The supervisor will make the employee available to the steward unless conditions existing at the time preclude the release of the employee from duties. In such an event, the supervisor shall advise the steward of the time when the employee shall be available to meet with the steward. The steward shall promptly return to the work site upon completion of the meeting.

Section 9. Bulletin Boards.

The City agrees to provide adequate space on existing departmental bulletin boards, not to exceed one-half of total space, for use by the Union. All notices shall be posted by the President of the Local Union and his/her designee, signed and dated and shall relate to the matters listed below:

- A. Union recreational and/or social affairs;
- B. Union appointments;
- C. Union elections and results;
- D. Union meetings;
- E. Ruling of policies of the Union or other Labor organizations with which the Union is affiliated;

- F. Reports of Union standing committees;
- G. Official Union publications;
- H. Any other material authorized by the City and the President of the Local Union and his/her designee.

No material detrimental to the City or the Union, (e.g. political, denunciatory, inflammatory or derogatory) shall be posted. The bulletin board's Union designated space shall be the responsibility of and shall be maintained in a neat and orderly appearance by the Local Union President and his/her designee. All items shall be removed in a timely fashion. The cost of posting said materials shall be borne by the Union.

Section 10. Distribution of the Memorandum of Agreement.

The City will provide to the Union one copy of this agreement for each employee in the appropriate 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. Employees may request a copy of the Memorandum of Agreement from management. The Union agrees to reimburse the City one-half (1/2) of the cost of producing copies of the Memorandum of Agreement.

Section 11. Training on Memorandum of Agreement.

The City and the Union agree to jointly provide training for supervisory and non-supervisory employees. It is agreed that such training will be conducted not more than three (3) times during a calendar year for day shift employees and not

more than three (3) times for evening and night shift employees. It is agreed that the duration of such training shall not exceed four (4) hours per session. No employee shall attend more than one training session per year during their work schedule, provided, however, no employee shall be prohibited from attending additional training sessions during their unpaid, personal time. It is further agreed that the City and the Union shall provide no more than two (2) trainers each for each session.

ARTICLE 2

MANAGEMENT RIGHTS

The parties to this Agreement recognize that specific areas of responsibility must be reserved to the City if the public service mission of the City is to function effectively and efficiently. Nothing in this Agreement shall be construed to restrict, limit or impair the rights, powers and authority of the City as granted to it under the laws of the State of Kansas. Unless specifically modified by any subsection of this Agreement, the City reserves the rights, powers and authority including, but not limited to, the following:

- A. Direct the work of its employees;
- B. Hire, promote, demote, transfer, assign, retain, and recall employees in positions with the City of Topeka;
- C. Discipline, suspend, demote and/or discharge employees for just cause;
- D. Maintain effectiveness, productivity and efficiency of governmental operations;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take actions as may be necessary to carry out the mission of the City in emergencies as declared by the City Council or Administration;
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

ARTICLE 3

DEFINITIONS

- A. Benefit-eligible shall be defined as a full time or part time budgeted position which is approved for benefit eligibility on relevant personnel schedules. A benefit-eligible position scheduled for less than full-time shall be eligible for benefits on a pro-rated schedule. A benefit-eligible position shall have access to the City's full benefit program as stated in this Agreement.
- B. Break of service shall be defined as any time an employee is voluntarily or involuntarily separated from the City for a period exceeding one hundred twenty (120) days.
- C. Classification shall be defined as the categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called by the same descriptive title, to be accorded the same pay scale, and to require substantially and relatively similar knowledge, skills, and abilities.
- D. Comparable Position shall be defined as a position within the same or a different classification which has the same or similar minimum qualifications, job duties and is within the same pay grade.
- E. Compensatory Time shall be defined as payment in hours in lieu of dollars for hours in pay status above the Fair Labor Standards Act (FLSA) limit. Compensatory payment in hours shall be at the rate of one-and-one-half (1 1/2) hours for each one (1) hour worked or in pay status. Compensatory time payment shall be at the option of the employee.

- F. Days shall be defined as calendar days. When used in setting a period of time, e.g., “any employee who voluntarily resigns and ... returns to work within one hundred twenty (120) days” or “the supervisor shall have seven (7) days”, the period of time shall commence with the day following the day action was taken that initiated the reference time period.
- G. Doctor or Physician shall be defined as a medical doctor who is in good standing with the American Medical Association, the State of Kansas and the Kansas Medical Association.
- H. Full-time Employee shall be defined as one who works a minimum of 40 hours per work week on a regular and continuing basis.
- I. Hire Date shall be defined as the date the employee was hired into City service. Any breaks in service over one hundred twenty (120) days shall cause an individual to be classified as a new hire.
- J. Holiday shall be defined as a day wherein an employee is released from duty with full pay for the day. Holidays are listed within Article 10, Section 7 of this Agreement.
- K. Holiday Pay shall be defined as the pay for hours equal to the number of hours regularly scheduled if the day had not been declared a holiday as defined by Article 10, Section 7 of this Agreement.
- L. Immediate Family shall be defined as one's spouse or legally recognized domestic partner, child, son-in-law, daughter-in-law, step-child, parent, step-parent, spouse's parent or step-parent, sibling, step-sibling, grandparent, spouse's grandparent, step-grandparent, grandchild, uncle, aunt, or a

member of the immediate household permanently residing under the same roof.

- M. Layoff shall be defined as temporary termination of an employee, as provided for in Article 8 of this Agreement which is due to a shortage of funds, lack of work, or abolishment of a position.
- N. Management shall mean the Department Head or person(s) designated by the Department Head to perform a function on behalf of the Department Head.
- O. Non-immediate Family shall be defined as any relative not specifically designated in the Immediate Family definition.
- P. Over-time Work Hours shall be defined as the total hours worked including any in pay status, except for hours actually worked on a holiday, which exceed the FLSA limit.
- Q. Part-time Employee shall be defined as one who works less than 40 hours per work week.
- R. Pay Status shall be defined as any time an employee is receiving compensation from the City either for services rendered or on an approved leave with pay. Eligibility for benefits generally is contingent on being in a pay status.
- S. Probation Period shall be defined as a period of time during which supervisors may assess the work of an individual in order to determine the ability of the employee to continue employment in the position.

1. *Initial probationary period* shall apply to a new hire in the City and shall constitute a period of time of not less than 1040 hours which may be extended for an additional 520 hours if the employee is rated unsatisfactory by the supervisor upon completion of the 1040 hour period. An employee who experiences a break in continuous employment with the City of more than one hundred twenty (120) days shall be considered to be a new hire if re-employed by the City. An employee who does not successfully complete initial probation shall be considered a termination for just cause.
 2. *Interim probation* shall apply to all City employees when they are promoted, demoted, voluntarily transferred, or reclassified and shall constitute a period of time of not less than 1040 work hours which may be extended for an additional period of 520 hours by Management.
 3. *Performance evaluation probation* shall mean a period not to exceed 520 hours during which an employee is given an opportunity to improve his/her performance in order to remain within a specific position. Performance evaluation probation shall commence only after a special evaluation has been called pursuant to Article 4, Section 4 and the employee has received proper notice.
- T. Promotion shall be defined as the advancement of an employee from his/her current position in one classification to a vacated or new position in another classification which is assigned to a higher pay grade.

- U. Re-allocation of a position shall mean a change in the classification of a position resulting from the permanent assignment of duties of a different classification.
- V. Re-classification of a position shall mean a change in the classification of a position resulting from the determination that position has been improperly classified.
- W. Review date shall be defined as the date of hire of an employee or the date of the employee's last promotion.
- X. Serious Illness shall be defined as a condition which requires hospitalization and/or continuous professional medical care and shall be determined by the attending physician, unless otherwise specifically addressed in this Agreement.
- Y. Shift Differential shall be defined as premium pay over and above base pay for work performed on a night shift or under other conditions as specified in Article 9 of this Agreement.
- Z. Shift Work shall be defined as any established work hours which continue on a regularly scheduled basis.
 - 1. Day Shift shall be defined as any regularly scheduled work hours which fall between the hours of 6:00 AM and 6:00 PM.
 - 2. Night Shift shall be defined as any regularly scheduled work hours when any of the scheduled work hours are between the hours of 6:00 PM and 6:00 AM.
- AA. Termination shall be defined as a complete separation from City employment resulting from discharge, resignation, retirement, or death.

BB. Temporary Duties shall be defined as those assigned on an interim basis, normally for no longer than a six-month time period, but with exceptions to be made when the needs of the department or division so require.

ARTICLE 4

DISCIPLINE & DISCHARGE

Section 1. Policy.

The City reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of City and/or departmental rules and regulations. All disciplinary and corrective actions shall be subject to the provisions of the grievance procedure contained in this Agreement. The seriousness of an offense will often vary with the circumstances prevailing at the time of the occurrence and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The disciplinary process involves four steps of progressive discipline for infractions of a similar nature and which are of a nature not serious enough to constitute just cause for immediate suspension or discharge. The progressive steps are:

First Offense.....Documented Verbal Warning

Second Offense.....Written Warning

Third Offense.....Suspension

Fourth Offense.....Termination

Section 2. Procedure.

The progressive disciplinary system listed above is intended to serve as 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 for immediate suspension or termination shall be removed from an 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 three (3) 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 employees in this process, provided Management retains the authority to remove items from an employee's personnel file without such request.

B. The City shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director 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 5 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 the 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. failure to follow established department policies and industry safety standards;
10. violations of any work rule governing a management's right or personnel provisions which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses but 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 listing 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 or degree;
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. violation of the City's No Harassment or Discrimination policy;
7. solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions;
8. possession of any type of firearm, explosive or concealed weapon in violation of federal or state law or any City policies;
9. 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 Substance Abuse Policy;
10. conviction of a crime involving dishonesty or threat or acts of violence. The term "conviction" shall include entering into a diversion agreement for any such crime. This subsection shall

not apply to any conviction that has occurred before December 31, 2014;

11. other violations of a similar nature.

Section 3. Representation for Disciplinary Proceedings.

An employee may request and shall be permitted to have a representative from the Union present if a bargaining unit member is to receive a corrective or disciplinary action or the member is to be questioned about a matter and the member reasonably believes that such questioning may result in a disciplinary or corrective action which may be intended to be a part of the employee's official personnel record. For the purpose of this Article, "Representative" shall mean an officially designated Union steward or other paid representative of the bargaining unit. Except in an extreme emergency, employees will be notified forty-eight (48) hours prior to any meeting that may result in disciplinary or corrective action being taken or any time a member is to be questioned for the purpose of disciplinary or corrective action except only a twenty-four (24) hour notice is required for a First Offense, Documented Verbal Warning. At the time of notification the employee will be informed of the nature of the meeting.

Where an employee seeks Union representation at the meeting, the employee is responsible for contacting a steward. The employee may voluntarily choose to waive both the notification period and accompaniment by a Union representative, but only after being advised of the right to each and signing a written understanding -- to be kept on file -- to that effect. The Waiver Form shall state:

I understand that I am or may be the recipient of a disciplinary or corrective action. I further understand that I have the right to a 24-hour notification period for a First Offense, Documented Verbal Warning and a 48-hour notification period before any other disciplinary meeting may occur and to have a Union steward, whom I may obtain by calling 235-0262, present to assist me at that meeting.

----- I elect to have the notification period and union representation for the upcoming disciplinary meeting.

I voluntarily choose to waive:

- (1) the notification period but not Union representation;
- (2) Union representation but not the notification period; or
- (3) both the notification period and accompaniment by a Union steward.

Employee Date Supervisor

All disciplinary actions shall be administered as promptly as possible. The selection of a representative will be at the discretion of the employee receiving the disciplinary action but shall be limited to the most readily available steward, or paid member of the Union. A representative shall be allowed to participate in the disciplinary process and will be in pay status only if the representative is on duty and within his/her normal work hours. The City shall schedule all investigative or disciplinary meetings at a time so as not to deny the employee representation and the employee shall be considered in pay status for any and all such meetings called by the City.

Section 4. Performance Related Corrective Actions.

Each employee of the City shall be evaluated at least annually as provided in Article 13, § 4. The evaluation and any special evaluations shall be used as the

basis for all performance based corrective actions. While a prior documented abuse of Sick Leave, as described in Article 10, Section 1, paragraph I.1, shall in addition to the measures set out in that subsequent paragraph I.2 be appropriate for listing in the performance evaluation as a need for behavioral modification, Sick Leave utilization itself shall not otherwise be a component of an employee's overall rating. All non-probationary evaluations, either performance or special, will be subject to the appeals process set forth in Article 13, Section 4C.

A. Corrective actions. As used in this section, corrective actions shall include:

1. performance evaluation probation.
2. demotion.
3. termination.

B. Special evaluations.

The City may cause a special evaluation to be conducted for any employee when the management determines that such employee's performance is "less than satisfactory" with respect to any or all of the duties, tasks, and/or responsibilities which have previously been presented to the employee in writing.

C. Performance evaluation probation.

1. An employee who receives a less than satisfactory overall rating on any evaluation may be placed on performance evaluation probation and a performance improvement plan will be established that shall set forth the specific areas, (duties/tasks/responsibilities) in which the employee is

expected to improve during the performance evaluation probation period. Management shall identify the areas of improvement necessary to correct the employee's performance.

2. Performance evaluation probation shall not exceed a period of five hundred twenty (520) continuous work hours which period shall be considered an opportunity for the employee to improve his/her performance to an acceptable level.

3. The employee shall be given a second special evaluation on the completion of the performance evaluation probationary period. In the event that an employee's performance has not improved, as reflected by the second special evaluation, management, with the concurrence of the Director of Human Resources, may take the appropriate action of:

- (a) demote the employee to a position of lesser responsibilities within his/her expected abilities;
- (b) extend the performance evaluation probationary period;
- or,
- (c) terminate the services of the employee.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definitions.

- A. Grievance shall be defined as any matter(s) involving an alleged violation, misinterpretation, or misapplication of this Agreement or of a traditional work practice. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided.
- B. Grievant shall be defined as the party filing the grievance. For purposes of this Agreement, the party may be an aggrieved employee or Union acting on behalf of an aggrieved employee/employees.
- C. Days shall be defined as calendar days commencing with the day following the filing of the grievance.
- D. Department Head shall be defined as the director of a department.
- E. Immediate Supervisor shall be defined as the individual responsible for the performance evaluation of the employee.

Section 2. Employee Representation.

AFT KANSAS shall be the exclusive representative of all the employees in the bargaining unit for the purposes of the resolution of grievances. Except as provided in Section 5, A, Step 1, below, an employee may have an appropriate representative present to represent him/her at any step of the grievance process if the employee so desires. If the employee is to be represented, the employee

shall be represented by a designated AFT KANSAS representative (AFT KANSAS staff member or officially designated steward).

Section 3. Failure to Respond.

In the event the grieving party fails to respond within the prescribed time sequences, the matter shall be considered resolved on the basis of management's last determination. In the event management does not respond within prescribed time sequences, the grievant shall have the right to proceed to the next step of the grievance procedure. The parties may, at any step of the grievance procedure, agree to extend the time limitations specified in this article. Any request and agreement to extend time limitations by either party shall be made in writing and signed by both parties after reaching agreement. E-mail requests and agreements would also be considered sufficient.

Section 4. Grievance Forms.

All grievances shall be filed on a form to be provided by the Department of Human Resources and incomplete forms shall be returned to the grieving employee for completion. Forms so returned shall be considered as timely filed if the form would have otherwise been timely and the form is returned to the proper management representative within twenty-four (24) hours of rejection.

Section 5. Procedure.

The City and the Union agree to the following exclusive procedure of presenting and adjusting grievances and complaints, as defined above, which must be processed in accordance with the following steps, time limits and conditions:

A. STEPS:

STEP 1: The aggrieved employee who believes that a violation, as set forth above, has occurred shall first, within seven (7) days of the incident giving rise to the "grievance" or within seven (7) days of first having knowledge of the incident, informally discuss the "grievance" with the employee's immediate supervisor outside of the bargaining unit.

STEP 2: In the event the grievant believes that the solution offered by his/her immediate supervisor does not resolve the "grievance," the grievant may, within seven (7) days, reduce the matter to writing for presentation to the immediate supervisor. The supervisor shall verify the completeness of the grievance and either signify acceptance or return the form to the grievant with instructions regarding the appropriate information needed to complete the form. Once the immediate supervisor has accepted the correctly completed form he/she will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The supervisor shall have seven (7) days in which to investigate the matter, prepare a written response and provide the response to the grievant by hand delivering the response to the grievant or by placing a copy in the U.S. Postal

Service certified mail addressed to the grievant and simultaneously providing a copy to the Union.

STEP 3: In the event the grievant believes that the written response provided by the supervisor as specified in Step Two, does not resolve the matter, the grievant may, within seven (7) days of receipt of the written response, file his/her grievance with the next higher level of supervision. The next level supervisor accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The supervisor receiving a Step Three grievance shall have seven (7) days to investigate the matter and provide a written response to the grievant. Written responses shall be delivered in the manner as described in Step Two of this procedure. (This procedure must be followed up the chain of command until the grievance is addressed by the department head).

STEP 4: In the event the grievant believes that the written response of the department head does not resolve the matter, the grievant may, within seven (7) days of receipt of the response, file his/her grievance with the Department of Human Resources. The Director of Human Resources or his/her designee accepting the grievance will sign and date the form, indicating receipt, and the employee shall be given a copy of the signed and dated form. The Director of Human Resources shall investigate, shall, unless sustaining the grievance, conduct an informal hearing giving all parties an

opportunity to express their positions and shall, within fourteen (14) days, deliver a written resolution as provided in Step Two of this procedure.

STEP 5: Following receipt of the Director of Human Resources' determination in the matter, the union shall have up to seven (7) calendar days to either accept the determination or issue a notice of intent to arbitrate. The notice of intent to arbitrate shall be in writing and shall be filed with the Department of Human Resources. The union will provide payment for one-half of the expense to obtain a roster of arbitrators within seven (7) days of the notification of the intent to arbitrate.

a. The Director of Human Resources shall, within ten (10) days of receipt of the requisite payment, request a roster of arbitrators from the Federal Mediation and Conciliation Service. The Director shall notify the Union of the request. If the Union does not receive notice of the Director of Human Resources' request, the Union may request a roster from the Federal Mediation and Conciliation Service. The request shall state that the roster will consist of regional arbitrators.

b. The costs associated with fees and expenses of the arbitrator shall be shared equally by the parties. The grievant shall be responsible for the grievant's share of the arbitration costs in the event the grievant chooses not to use AFT KANSAS as their representative.

c. Failure to submit payment for the roster within seven (7) days of filing a notice of intent to arbitrate will result in a withdrawal of the notice

and the matter will be considered settled on the basis of the City's last answer.

d. The arbitrator shall conduct a hearing into the grievance at a time, place and date mutually agreed on by the appropriate parties. In the event the parties cannot, within seven (7) days of the notification of the arbitrator, agree on a time, place and date for the hearing, the arbitrator shall issue a notice of hearing listing the time, place and date for the hearing.

e. All documentary evidence and a list of witnesses shall be presented to the opposing party 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 admitted 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, in the event the arbitrator determines to admit such evidence or testimony.

f. The arbitrator, after hearing all evidence and testimony, shall enter an order resolving the grievance. Such order shall indicate findings, conclusions and a resolution and shall grant the relief deemed appropriate by the arbitrator. This order shall be final and binding on the parties.

B. Expedited Grievance Procedure. In the event of a termination, the grievant or the Union may pass Step 1, 2 and 3 and file the grievance directly with the Director of Human Resource as indicated in Step 4. All arbitration procedures shall be taken in accordance with the provisions of Step 5 of this Section.

Section 6. Investigation of Grievance(s).

No more than two employees of the City (the aggrieved employee(s) and/or the Union representative(s)) shall be granted on-duty time off with pay to investigate grievances and to facilitate conferences and discussions with City supervisors and/or administrators relating to the resolution of a specific grievance.

Section 7. Grievance Meetings.

All parties shall be afforded an equal opportunity to present facts or arguments pertaining to the matter(s) under consideration in all meetings conducted under the auspices of this procedure.

ARTICLE 6

SENIORITY

Section 1. Definition.

The City shall give full consideration to seniority in all matters relating to promotions, transfers, demotions, reductions in force, layoffs, recall, vacations, and any other action so specified in this Agreement. Seniority shall be applied according to the provisions of this Agreement. Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following categories:

- 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. Department Seniority: The total length of uninterrupted service following the date of assignment to the specific department where the employee is currently employed.
- D. 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 cease if the employee:

- A. Is discharged for just cause (unless reversed through the grievance or other legal procedure);
- B. Retires; or
- C. Quits or resigns.

1. Any employee who voluntarily resigns on good terms from the City and returns to work within one hundred twenty (120) days shall receive credit for all City seniority previously accrued (less any time away from work in a non-pay status). Any employee who does not receive direct compensation from the City during the above mentioned one hundred twenty (120) day period shall not accrue seniority during that time. Divisional and classification seniority shall commence on the date the employee returns to work.

2. Employees who leave the service of the City and are re-hired within two years will be given their previous seniority (less any time away from work in a non-pay status) after eighteen (18) months of continuous employment.

Section 3. Seniority List.

Each division head shall maintain an up-to-date seniority list of all employees which shall contain the name of each employee, date of hire, date of entry in the division, and date of entry in 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.

In the event two (2) or more employees have the same Classification Seniority, then Divisional Seniority shall determine the most senior employee. If employees have the same Classification and Division Seniority, then City Seniority shall determine the most senior employee. If employees have the same Classification, Division and City Seniority, then they will draw numbers to determine who has the greater seniority.

Section 4. Seniority of an Initial Hire Probationary Employee.

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

ARTICLE 7

PROBATIONARY STATUS

Section 1. Purpose.

Probation is an integral part of the selection/screening process and shall be utilized for closely observing the performance of the employee, for informing the employee of his/her ability to perform the duties/tasks/responsibilities of the position and for replacing or reassigning an employee whose performance does not meet the required performance standards.

Section 2. Initial Probation.

Initial probationary period shall mean the probationary period served by an employee on a new hire with the City as defined in Article 3. The initial probationary period shall be at least six (6) months in duration, except that such probationary period may be extended for up to a maximum of three (3) months at the request of a division head and with the approval of the Director of Human Resources for performance related issues. During the initial probationary period the new hire shall not be permitted to bid on other positions outside of their department/division until after their probation is completed. Upon the successful completion of their initial probationary periods, regardless of when that occurs during the contract term and whether or not step increases have otherwise been generally authorized for City employees, new hires shall be moved from step 1 to step 2 of the applicable pay matrix.

Section 3. Interim Probationary Period.

Interim probation shall mean a probationary period for promotion, reallocation, voluntary transfer, or demotion as defined in Article 3. The Interim probationary period shall be at least six (6) months in duration.

Section 4. Performance Evaluations During Initial and Interim Probationary Period.

Employees shall receive an oral evaluation of their performance at mid-point of the initial or interim probationary period three (3) months and the required written evaluation prior to the completion of the six months. The evaluation of performance shall be based on standards established by the employee and City as those standards relate to the major duties and responsibilities as listed on the position description.

Section 5. Removal During Probationary Period.

- A. Initial: A department head may remove an employee from a position at any time and for any reason during the initial probationary period. An employee failing to successfully complete his/her initial probationary period shall be considered to be "terminated" for just cause.
- B. Promotion, Transfer, or Reallocation: An employee who does not successfully complete an interim probationary period resulting from a promotion, voluntary transfer, or reallocation shall be returned to

their former position provided that the position remains vacant at the time the employee is determined not able to complete the probationary period. The City shall provide written reasons to the employee stating the basis for the failure of the employee to successfully complete the probationary period. The written reasons shall be provided to the employee at the time the employee is notified of his/her failure to complete the probation. If the former position of the employee has been filled, the employee shall be placed in a comparable position within the department where they were formerly employed if such a vacant comparable position exists within the department. The employee shall be placed in the next available comparable position within City employment if no position exists in the department.

- C. Demotion: An employee who does not successfully complete an interim probationary period resulting from a demotion may be terminated from City employment for just cause.

Section 6. Rights of Employee During Probationary Period.

- A. Initial: The employee may not use the grievance procedure for failure to make initial probationary period.
- B. Interim: The employee may grieve their failure to successfully complete the interim probationary period.

ARTICLE 8

REDUCTIONS IN FORCE

Section 1. Reduction in Force: Lay Off.

A. General. A Reduction in Force is defined as a reduction in the work force due to a shortage of funds, lack of work, abolishment of a position, or other material change in duties or organizational structure. All reductions in force shall be considered to be short term reductions until the employee is returned to duty or all provisions of this Article are exhausted. The provisions of this Article are intended to protect a benefit-eligible employee's tenure and benefits.

B. Order of Separation.

1. Management shall first develop a reduction in force plan which outlines the area(s) that will be impacted by the reduction in force and the number of positions that will be impacted in each job classification in the designated operational area(s). The area may be a department, division, section or unit as determined by management. Order of separation will be within the area designated to be impacted by the reduction in force.

2. When determined to be operationally feasible, temporary employees shall be laid off first. Exceptions may include temporary employees assigned to projects which are not permanent in nature and temporary employees performing seasonal work (i.e. mowing, construction, etc.).

3. The order of lay-off for benefit-eligible employees will occur in the inverse order of their seniority in the classification within the designated area(s).

4. An employee who has been laid off shall have his/her name entered on a recall list at the time of lay-off and shall remain on the list for a period of three (3) years unless the employee chooses to waive the right to recall.

C. Required Notice. Employees who are to be laid off shall be given formal written notice at least thirty (30) days in advance of the date of the layoff or at the option of the employer, they shall be given four(4) weeks of salary in lieu of the required notice. The Union shall be given a copy of the layoff notice.

D. Layoff Options. The Department Head and/or the Union may recommend alternative cutback areas (to any anticipated layoff of employees) to the Director of Human Resources of the City. The City and the Union may enter into an agreement to minimize the effect of general layoffs by:

1. Reducing the total number of working hours of employees;
2. Reducing the level of payment to current classification;
3. A rotation layoff system; or
4. Other variations which may cause minimal impact on services rendered to the public.

E. Bumping. Bumping may occur at the time the employer notifies an employee of his/her pending lay-off. An employee shall notify the City within fourteen (14) days of receiving the lay-off notice of his/her desire to exercise bumping rights. Bumping rights may be exercised by an employee into:

1. any position in a different section of a department which is in the same classification as the classification in which the employee is employed and which is occupied by an employee with less City seniority;

2. any position in a different section in the same or lower classification which was previously held by the employee within the past three (3) years regardless of the department in which the work was performed and the employee occupying the position has less City seniority;

3. any position in the bargaining unit in any classification for which the employee meets the particular position description criteria and the employee occupying the position has less City seniority;

4. any new position created by the City regardless of the classification, when the employee meets the minimum qualifications for the classification.

5. any non-management position, when the employee meets the minimum qualifications for the position. Employees exercising this option will be moved into a non-benefit eligible, temporary status.

The parties have agreed that the provisions pertaining to bumping rights and interim probation contained in this section will be interpreted in

accordance with the arbitration decision issued by Ruth Moscovitch on June 9, 2011. Reference: FMCS No: 11-50506-8 City of Topeka and Kansas Association of *Public Employees Local# 6046*.

F. Recall.

1. An employee who has been laid off and whose name appears on the recall list shall be given the first available vacancy in the same or similar position the employee last held regardless of the department in which the vacancy exists. The employee with the most City seniority in the classification to be recalled shall be given the position in the event there are two or more employees on the recall list.

2. An employee's name may be removed from the recall eligibility list for any of the following reasons:

- a. Expiration. If the time limit for recall expires.
- b. Waiver. An employee may elect to waive the right to recall by signing a waiver form provided by the City.
- c. Forfeiture. Employees forfeit the right to recall if they:
 - (1) Refuse a job in a position that is not more than two pay grades below their position at the time of lay off;
 - (2) Fail to notify the City of their intent to accept recall within five (5) calendar days of work notice;
 - (3) Out placement assistance by the City results in an offer of comparable employment with an employer other than the City;

(4) Fail to answer written inquiries from the City's Department of Human Resources; or

(5) Fail to advise the City of a change of address and/or telephone number within a reasonable period of time of the change.

G. Reinstatement

1. Wages. When an employee is recalled he/she shall be paid at the pay grade assigned to the classification into which the position falls and at the step the employee had attained at the time of lay-off plus any adjustments to which they would have been entitled had the lay-off not occurred. If recalled to a lower position, employees shall receive compensation at the pay grade for the classification into which the position falls and at the step which the employee had attained prior to the lay-off.

2. Benefits

a. Vacation. When employees on lay-off are recalled within the time limits provided in this Article, they will commence to accrue vacation and shall be credited with any vacation time not paid at the time of layoff.

b. Sick Leave. Any sick leave accumulated and not utilized at the time of lay off will be reinstated at the time of recall.

c. Seniority. Employees shall be credited with seniority earned prior to the layoff.

H. Employee Benefits During Lay Off

1. Vacation Time. An employee on lay off may elect to be paid for any vacation and/or compensatory time which the employee accrued prior to the layoff, or the employee may choose to “bank” his/her vacation and/or compensatory time until the employee is recalled or the employee otherwise notifies the City of the decision to receive pay for the accrued hours. An employee shall be paid for accrued vacation and/or compensatory time at the base rate of pay of the employee at the time of lay-off. Vacation time does not accrue during the separation.

2. Group Insurance. An employee who is laid off may elect to continue group insurance for eighteen (18) months under the Consolidated Omnibus Reconciliation Act (COBRA). Timely payment of premiums will be the responsibility of the employee.

3. Other Benefits. Additional benefits (holiday, health coverage, retirement contribution or other insurance) will neither accrue nor be paid while an employee is laid off.

I. Grievance. Lay off and demotions necessitated by the conditions listed in this Article shall not be subject to grievance except to contest the order of separation among affected employees.

Section 2. Severance Pay.

A. General. The purpose of the severance pay policy is to provide temporary relief to employees who have been laid off or to employees whose job has been eliminated through reallocation or reorganization.

B. Severance Pay.

1. Eligibility. Severance pay set forth herein is available only to employees who meet all of the following eligibility requirements:

- a. Employee's position has been eliminated pursuant to the provisions of this Article, Section 1 or 2, and the employee has waived the right to recall;
- b. Employee has been employed with the City for one or more continuous years;
- c. Employee is not continuing to work for the City in a position of equal or greater job classification; and
- d. Employee has executed an agreement and complete release of all claims against the City.

2. Amount.

- a. Eligible employees hired after December 31, 2010, shall be eligible to receive severance pay at the rate of one (1) week of salary for every year of service, pro-rated to the nearest month, but in no case less than four (4) weeks salary and in no case more than twenty-six (26) weeks salary.

b. Eligible employees hired prior to January 1, 2011, shall be eligible to receive severance pay according to the following schedule:

<u>Length of Service</u>	<u>Separation Pay</u>
-0- Less than 1 Year	-0-
1 Year - Less than 10 Years	One (1) week's salary for each complete year of service, as of the date of separation
Over 10 Years	Two (2) weeks' salary for each complete year of service, as of the date of separation

However, in no case shall severance pay exceed one (1) year's salary. Severance pay shall be calculated using the employee's regular base hourly wage and shall not include any premium payments for overtime, longevity and so on.

C. Disbursement Schedule.

The City may elect to pay severance in a lump sum or make severance payments in equal increments on a pay period basis until the employee receives all severance pay due.

ARTICLE 9

WAGES

Section 1. Pay Period.

Employees shall be paid on a biweekly basis in accordance with the published City of Topeka Payroll Schedule.

Section 2. Wages.

Employees covered by this agreement shall be compensated in accordance with the pay matrices attached as Appendix A and the classification and grade list attached as Appendix B. For calendar year 2021, there will be a one-quarter percent (.25%) increase to the pay matrix. For calendar year 2022, there will be a one percent (1%) increase to the pay matrix.

For the calendar years 2021 and 2022, eligible employees who receive an overall annual performance evaluation of “Meets Expectations” or better rating, shall be granted a one-step increase effective on the anniversaries of their hire dates. Employees who receive a “Needs Improvement” overall performance rating shall be entitled to exercise appeal rights under Article 13, Section 4.

Section 3. Shift Differential.

- A. Day shift workers shall be paid shift differential for all hours worked between the hours of 6:00 PM and 6:00 AM, except as provided in Paragraph D below.

- B. Night shift workers shall be paid shift differential for all hours worked, except as provided in paragraph D below.
- C. The shift differential shall be seventy-five cents (\$0.75) per hour.
- D. An employee who opts to take compensatory time pursuant to Section 7 below shall not be entitled to shift differential pay for the hours designated as compensatory time.

Section 4. On-Call Pay.

- A. On-call is defined as a period of time, outside of an employee's regularly scheduled duty time, when the employee is officially notified of the possible recall to work. Only non-probationary employees shall be required to serve in "on-call" status.
- B. Official notification of an on-call status shall require notification by the appropriate person either in person, by phone, or by memorandum. Employees shall be given a minimum of twelve (12) hours of notification of being placed on on-call duty except for emergency situations. Any failure by an employee officially placed on on-call duty to respond, may result in removal from on-call duty.
- C. Any employee officially on on-call shall be entitled to two (2) hours of pay for every day they are on on-call and three (3) hours per day on weekends and holidays. On-call pay shall be considered as actual hours worked for FLSA.

- D. A designated on-call employee shall not be entitled to receive on-call pay for the day(s) they were called to work pursuant to the conditions outlined in Subsection E below.
- E. Employees who are serving on official on-call who are called back to work shall be given a minimum of three (3) hours call back pay or the actual number of hours worked, whichever is greater; provided, however, that only one minimum call time allowance shall be provided per twenty-four (24) hours on-call period. An employee shall only be paid for actual hours worked on subsequent calls in a twenty-four (24) hour period. The end of call back time occurs when an employee officially leaves the work site.
- F. When any employee is selected to be on-call, the employee may be provided a City vehicle, while on-call, for the purpose of driving to and from work and/or responding to a call. The privilege of driving to and from work while selected to be on-call shall not be construed to be a taxable benefit.
- G. No employee shall be required to serve in on-call status for any two (2) consecutive holidays. Christmas Eve and Christmas Day shall be considered one holiday for purposes of this Article.

Section 5. Call Back.

The City may call an off duty employee to return to duty in the event conditions necessitate such call back. Employees shall make themselves available

for duty as soon as possible, upon such notification, unless they are incapable of reporting to their assigned place of duty.

- A. Call back procedure. Call back to duty shall be accomplished from the voluntary call back list whenever possible and from the involuntary overtime list after the voluntary list has been exhausted. All call back shall be accomplished as set forth in Article 15, Section 9.
- B. Call back pay. All employees covered by this Agreement who are called back to work prior to their normal starting time shall receive their normal rate of pay plus any premium pay as provided for in this Agreement. Any employee called back to work shall receive a minimum of three (3) hours call back pay or the actual number of hours worked, whichever is greater. Except in cases of emergencies, work schedules will not be changed to avoid the payment of overtime by utilization of the call back procedure.
- C. Work at Home. In the event an employee is called at home to perform work that may be accomplished there, he or she shall be compensated by the payment of one (1) hour of call back pay for the first call received and fifteen (15) minutes, or the actual time worked, whichever is greater, for each ensuing call during the same twenty-four (24) hour period.

Section 6. Hazardous Duty Pay.

A committee shall be established to review the nature of the duties assigned to each classification in this unit and to identify those duties of a particularly hazardous nature. The committee shall be comprised of equal numbers of members (not to exceed six (6) in total) appointed by the City and the Union. The committee shall be responsible for reporting their findings back to the negotiating team of the City and the Union who shall utilize that information in the development of a contract subsection addressing hazardous duty pay.

Section 7. Overtime Compensation.

- A. Employees who are in pay status in excess of 40 hours in a work week shall be paid one and one-half (1 1/2) times their regular pay for all such excess hours, or, at the option of the employee, subject to concurrence by the employer, they shall be given compensatory time off at a rate of one and one-half (1 1/2) hours for each such excess hour. Use of compensatory time will be permitted within a reasonable period if it does not unduly disrupt the operations of the Department/Division. Use of compensatory time may only be at the employee's request and not forced or scheduled by any supervisor.
- B. 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.

Section 8. Classification/Pay Grades/Unit Placement.

- A. Establishment of New Job Classifications. The City and the Union herein agree that the City may, from time to time, establish new job classifications consisting of duties similar to those currently being performed by bargaining unit members or create a new level of classification within an existing classification “career ladder” which is currently placed within the appropriate bargaining unit. In such an event the City shall notify the Union of the intent to take the action and shall then meet with the Union representatives to determine compensation levels for the new “classification”.

Any new classification and determined pay grade shall automatically be included within the bargaining unit and the Memorandum of Agreement existing at that time shall be considered amended to include the new classification. All rights under the Memorandum of Agreement shall be automatically extended to employees hired into the new classification.

- B. Unit Placement of Newly Created Job Classifications. The City agrees to submit a listing to the Union of any classification created by the City after the effective date of the Agreement for consideration of bargaining unit placement. The listing shall include job or position descriptions and classification specifications. The Union shall be granted a period of thirty (30) days from receipt of the proposed classification in which the Union may notify the City of its belief that

such classification should appropriately be placed within the established bargaining unit governed by this Agreement. The parties shall meet to seek agreement of the placement of the classification within the Unit. Any dispute concerning placement of a new classification within the established Unit shall be submitted to the Kansas Public Employees Relations Board (PERB) as set forth in the provisions of K.S.A. 75-4321 et. seq. Nothing in this section shall be construed as a prohibition to filling the position during the dispute resolution procedure undertaken by the PERB; provided the thirty (30) day period as set forth above has passed.

C. Job/Classification Reviews. The City may redefine, consolidate and/or otherwise modify or create the classifications and recognized job classifications pursuant to the provisions of Article 9 of this Agreement. An employee may request a review of his/her classification placement and/or position description by filing a written request with the supervisor/department head. In the event the employee does not believe the appropriate consideration has been given to their request, or the supervisor/department head disagrees with the employee's request or fails to forward the request to the Human Resources Department, the employee shall have the right to forward their request directly to the Human Resources Department. All reclassification and re-allocation requests presented by the department head or employee to the Human Resources Department

shall be made in compliance with the policy and procedures in effect for the calendar year. The Human Resources Director shall cause such a review to be made within thirty (30) days of the request and shall provide the written results to the department head and employee.

Section 9. Bilingual Certification Pay.

Effective January 1, 2015, Management may select employees to serve as Certified Bilingual Employees. Management shall determine the specific language that is needed and the number of certified employees for each language based on department operational needs. Certification shall be based on standards for sworn testimony in the use of the particular language in the Shawnee County District Court. The City will pay the onetime certification fee for obtaining certification. Certified bilingual employees shall receive a bi-weekly bilingual pay of twenty-three dollars and eight cents (\$23.08), for the duration of the bilingual assignment by management.

Use of certified bilingual employees is at the sole discretion of the department. Employees who are receiving bilingual pay and decline a request to assist or who no longer meet the certification criteria will be removed from eligibility as a certified bilingual employee. Bilingual pay for employees removed from eligibility to act as a certified bilingual employee will cease at the time eligibility ends.

Section 10. International Property Maintenance Code Certification Pay.

Effective January 1, 2015, Property Maintenance Inspector employees who receive and maintain the International Property Maintenance Code Certification will receive a bi-weekly certification pay of twenty-eight dollars and eighty-five cents (\$28.85).

ARTICLE 10

ABSENCE FROM DUTY

Section 1. Sick Leave.

- A. Eligibility. All benefit eligible employees are eligible for sick leave benefits. Employees must be performing assigned duties or on authorized paid leave in order to be eligible to accrue sick leave.
- B. Accrual Rate.
 - 1. The hourly accrual rate for a 40 hour employee shall be .04625. The number of hours worked in each pay period shall be multiplied by the above listed accrual rate in order to determine the number of sick leave hours accrued in a specific pay period up to a maximum of 3.70 hours per pay period for a forty (40) hour employee. Part time employees working a regular schedule consisting of less than forty (40) hours per week shall accrue up to a maximum of the prorated share of the number of hours for which they work. (Example: 1/2 time employees may accrue up to a maximum of 1.85 hours per pay period and a total maximum accrual of 520 hours.)
- C. Accrual and Balance. The maximum accrual allowance for sick leave shall be one thousand forty (1,040) hours for a full-time forty (40) hour employee. No minimum balance is required, but employees who fall below a three-day reserve will be notified by their supervisors of that status.

D. Payment. An employee shall receive compensation for sick leave usage if the employee is utilizing sick leave in compliance with the provisions of paragraph E of this section. Employees who wish to receive compensation for sick leave shall notify their duly authorized supervisors -- at pre-established email addresses or time-recording, voice-mail equipped telephone numbers -- of their illnesses at least one hour prior to the start of their assigned shifts, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit, or prior to leaving the work site. The reimbursement request may be subject to reasonable audit, confirmation, and approval by the duly authorized supervisor. Requests for sick leave usage submitted more than two (2) working days after the employee returns to work may not be honored and claims submitted following termination of employment may not be honored. 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.

E. Acceptable Use. Sick leave may only be utilized by an employee in order to be compensated for absences during an employee's regular or normal work schedule under the following circumstances:

1. Sick leave may be allowed in minimum one quarter-hour increments when an employee is unable to perform duties due to personal sickness or injury, the illness or injury of an immediate

family member, as defined in Article 3, L of this Agreement or the need for medical, dental or other routine, diagnostic or remedial treatment by the employee or immediate family member; or

2. Sick leave may be utilized if an employee is quarantined, directly exposed to a contagious disease or whose injury may endanger or jeopardize the attendance or welfare of other employees; or

3. Employees who are utilizing sick, vacation or other paid leave as a supplement to temporary total worker's compensation in order to receive a full pay check shall accrue sick leave at the appropriate rate as set forth above for the maximum number of hours for which the employee was hired to work; provided that the amount of pay for the supplemental paid leave and pay from worker's compensation total to an amount of pay equal to the employee's regular or normal pay.

4. Non-Emergency Situations. Non-emergency situations shall be defined as those instances when an employee has occasion to schedule dental or medical appointments, etc., as a matter of no urgency and no hardship will result if the employee waits several days before the appointment. An example is the annual physical examination. 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 their supervisor as soon as the time of the appointment is known.

F. How/When To Request Use.

1. Non-Emergency Use of Sick Leave.

- a. Shall be requested at least forty-eight (48) hours in advance of the anticipated absence.
- b. The employee must request the usage of non-emergency leave in writing on a form provided by management by filing the completed leave request with the employee's supervisor prior to leaving the job site.

2. Emergency Use of Sick Leave.

- a. The employee shall notify his or her supervisor -- at a pre-established email address or time-recording, voice-mail equipped telephone number -- of the employee's unavailability for work at least one hour prior to the start of the work shift, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit.
- b. The employee shall request the use of sick leave prior to leaving the work site in the event the employee becomes ill on the job and, if possible, complete a sick leave request form prior to leaving the job site.

- c. In the case of either 1 or 2 above, the employee must complete and file a sick leave request form with their supervisor within two working days from the date the employee returns to work or the use of accumulated sick leave shall not be allowed.

G. Special Conditions.

- 1. Employees shall not be charged for sick leave use for:
 - a. medical appointments or therapy scheduled during regularly scheduled working hours authorized by Risk Management as a result of a worker's compensation claim or as authorized by the Human Resources Director.
 - b. Medical consultations required by management under provisions of Article 13 Section 16, Fitness for Duty.
- 2. Employees shall not be compensated for medical appointments or therapy which is scheduled during non-duty work hours.

H. Return to Work. A forty (40) hour employee who utilizes five (5) or more consecutive work days of sick leave shall report to the Department of Human Resources prior to returning to work. The employee shall report to the Department of Human Resources for a return to work permit at some time prior to the normal start time of the employee. Representatives of the Department of Human Resources may require the employee to report to the City Medical Advisor to obtain a release to return to work. Employees so cleared

to work by the City Medical Advisor will be compensated at their regular rate of pay from the time they first reported to Human Resources or their normal start time, whichever is later; employees not cleared, on the other hand, will be continued on personal Sick Leave.

I. Abuse of Sick Leave.

1. Any use or requested use of sick leave for purposes other than those specified in this Article or usage which establishes a consistent or continual unavailability for work shall be considered abuse of sick leave pursuant to the procedures contained in paragraph 2 below.
2. Employees who establish a pattern which gives the appearance of leave abuse or who are suspected of sick leave abuse shall be referred by their supervisor to the Department of Human Resources for review and possible referral to the City Medical Advisor for consultation. The City Human Resources Director or the Medical Advisor may require an employee to provide a statement from a medical doctor showing:
 - a. The date the employee was treated;
 - b. A statement indicating the extent or seriousness of the illness or injury was serious enough to prevent the employee from being available for work;

- c. Date(s) the employee was unable to work because of the illness or injury; and
 - d. Date the employee may return to work to assume full duties.
- 3. Failure to provide the medical statement as required above may result in disciplinary action which may include termination, provided however, that the City's Medical Advisor, for good cause shown, may waive the doctor's statement. For the purpose of this section the doctor's statement must be from a medical doctor as defined in Article 3.
- J. Inter-departmental and Intra-departmental Transfer. An employee who is transferred, promoted, demoted or otherwise reassigned shall be entitled to retain accrued sick leave.
- K. Payment Upon Retirement. An employee retiring under the Kansas Public Employee's Retirement System (KPERS), or the federal social security system may upon request be paid for thirty-five (35%) percent of eligible accrued sick leave up to a maximum payment of four hundred (400) hours for forty hour (40) employees at their respective prevailing rate of pay. For the purposes of this section the Human Resources Director shall define "retirement" as established by KPERS, or the federal social security system.
- L. Sick Leave Incentive.

1. Personal Leave Day for Perfect Attendance. Employees shall be granted one day of personal leave for each four consecutive months of perfect attendance, provided, however, that none of the months may overlap into another month period. The employee may accumulate up to three personal leave days for this purpose annually. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of the department head.
2. Payment for Unused Sick Leave. An employee may be paid for all accrued sick leave hours in excess of 1040 hours as of December 31 in each calendar year, provided, however, no employee exercising the provision of personal leave days as set forth above may elect to be paid for hours in excess of 1040 hours. Payment for accrued sick leave hours shall be made at a rate of 50% of the employee's base hourly rate of pay (no premium pay), on the first pay day of the year following the last Sick Leave Accrual from the prior year of accrual. Request for payment must be made pursuant to the established procedure for requesting and submitted to Human Resources no later than December 1st.
3. Part-time benefit eligible employees working a regular schedule consisting of less than forty (40) hours per week may be paid

for all accrued sick leave hours in excess of the pro-rated maximum accrual as calculated in Section 1.B.1. of this article.

M. 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 payment of sick leave benefits or other paid leave usage, provided the other employer is insured, and further provided a Worker's Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount of leave paid by the City.

N. Extended Sick Leave.

1. General. All employees who have satisfied their initial probationary period and are benefit eligible shall receive extended sick leave benefits. Extended sick leave benefits may only be used by employees who will not be returning to work due to a diagnosed terminal illness.
2. Amount. Extended sick leave benefits shall consist of five hundred twenty (520) hours of sick leave for full time employees and three hundred ninety (390) hours of sick leave for employees who are not full-time. An employee who returns to work after using all or part of these benefits shall not receive additional extended sick leave benefits.

3. Eligibility and Payment. A terminally ill employee may use extended sick leave benefits based on the normal scheduled hours for that employee's position. The terminally ill employee shall not be paid extended sick leave benefits unless that employee no longer has accrued sick leave or vacation leave available for use. A terminally ill employee who is using extended sick leave benefits shall not be considered an employee in "pay status" as defined in Article 3 of this Agreement.
4. Termination. An employee's receipt and/or usage of extended sick leave benefits shall terminate or be proportionally reduced when the employee receives other disability benefit payments, including, but not limited to KPERS and/or Social Security. An employee receiving extended sick leave benefits shall be obligated to inform the Department of Human Resources when such disability benefit payments are received.
5. Death. The death of an employee receiving extended sick leave benefits shall cause the benefits to cease. The deceased employee's heirs and/or estate shall not be entitled to either any unused extended sick leave benefits or the continuation of benefit payments.
6. Return to Employment. An employee returning to work shall be required to repay all extended sick leave benefits collected while

on extended sick leave either from future leave accruals, by payroll deduction or other cash repayments. The Human Resources Director shall enter into an agreement with the returning employee regarding the method and frequency of repayment.

Section 2. Emergency Leave.

- A. Eligibility. All benefit eligible employees may request and be granted the use of emergency leave.
- B. Hours Available.
 - 1. Full time employees (40 hour), shall receive three (3) working days with pay of funeral leave and up to three (3) working days with pay for family crisis leave per occurrence.
 - 2. Part time employees may receive up to the number of hours normally worked by the part time employee in an average three day period as family crisis or funeral leave.
- C. Acceptable Use.
 - 1. Family Crisis Leave. Family Crisis Leave may be used in the event the health or welfare of the employee's immediate family is threatened by an occurrence of a natural disaster such as fire, flood, tornado, etc., household fire, or life threatening emergency health problems of the employee's immediate family as defined in Article 3, L. In addition, the City and the Union

agree that the City may require that an employee requesting usage for emergency health problems supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening; or, if usage is for a natural disaster or household fire, documentation of the event, including but not limited to insurance claims, repair invoices, receipts, photos, etc.

2. Funeral Leave. Funeral leave may be used in the event of a death in the employee's immediate family, as defined in Article 3, L of this Agreement, in order to make arrangements for or to attend the funeral.

D. Procedure for Requesting.

1. Employees shall request the use of family crisis leave or funeral leave in advance of the date requested for the commencement of the leave unless circumstances make it impossible for an advance request to occur. In all emergency requests the employee must request the use of family crisis leave or funeral leave within twenty-four (24) working hours of returning to work.
2. Eligible employees may obtain a request form from the Department of Human Resources.

3. Request forms must be completed in full, signed by the employee and returned to the division head of the division wherein the employee is assigned.
- E. Conditions Necessary for Approval. Approval shall be contingent on the concurrence of the department head, who may establish department policies to require documentation for proof of leave.
- F. Special Conditions.
- Family Crisis Leave. The number of hours to be granted for family crisis leave shall be determined by the department head to the extent necessary for the employee to deal with the crisis and such determinations shall be subject to the grievance procedure contained within this Agreement.
- G. Return to Work. An employee shall return to work on their next regularly scheduled work day following the use of funeral leave or family crisis leave at the time and date agreed upon by the department head and the employee or if the employee does not secure approval for the use of additional accrued leave, shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 3. Vacation.

The earning of vacation leave is pre-conditioned by the provisions of this Section relating to maximum carryover and payment.

- A. Accrual Rate. 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 week):

Length of Service	Hours Earned Per Pay Period	Hours Earned Annually
First 4 years	3.70	96
5th - 9th years	4.62	120
10th - 14th years	5.54	144
15th - 19th years	6.47	168
20th - 24th years	7.39	192
25th - 29th years	8.31	216
30th - after	9.24	240

B. Special Conditions.

1. Employees serving on an initial probationary period shall not accrue vacation time, provided, however, that all employees shall be credited with forty-eight (48) hours of vacation leave on successful completion of their initial probation period of six (6) months. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve an extended probationary period until the employee has successfully completed all required initial probationary time.

2. Employees must be performing assigned duties or on authorized paid leave in order to accrue vacation leave.

3. Employees shall be credited with vacation leave after completion of the initial probationary period, by pay period, at the rate specified above for every hour in which the employee serves in pay status during the pay period. No employee, regardless of the number of hours worked in any pay period, shall accrue vacation leave in excess of the number of hours they normally work or for which they were hired to work.

4. Length of service shall include all time worked for the City of Topeka as a benefit eligible employee without a break in service of one hundred twenty (120) days or more.

5. Employees who are utilizing sick, vacation or other paid leave as a supplement to temporary total Worker's Compensation in order to receive a full or regular pay check shall accrue vacation time at the appropriate rate for the maximum number of hours for which the employee was hired to work; provided that the amount of pay for the supplemental paid leave and pay from Worker's Compensation total to an amount of pay equal to the employee's regular or normal pay.

6. An employee may carry over a maximum of two hundred forty (240) hours of vacation from year to year.

7. An employee who is denied a reasonable time to take vacation leave and when such denial results in the employee's accrual amounting to vacation hours in excess of the hours allowed in paragraph 6 above shall be

allowed to carry over the excess hours requested and denied. These excess hours shall be utilized in the first quarter of the year following the year in which the employee was denied the use of vacation leave.

8. Any employee who is allowed to carry over excess hours as provided in paragraph 7 above shall be paid for all such excess hours at his/her regular rate of pay if the employee is denied a reasonable opportunity to take such vacation leave during the quarter provided above. The burden of proof that the employee made a good faith effort to utilize the excess hours in the quarter provided shall be on the employee.

C. Acceptable Use. Vacation leave may be allowed in minimum one quarter-hour increments.

D. How and/or When to Request Use.

1. Requests for the use of vacation time shall be made on a "Request for Leave" form.

2. Requests for the use of vacation time shall be made to the employee's immediate supervisor.

3. Requests by forty (40) hour employees for five (5) or more consecutive work days of vacation leave shall be made at least seven (7) work days in advance of the requested leave except for extreme emergency situations. The supervisor shall either approve or deny in writing the vacation request as soon as reasonably possible but no later than two (2) work days after the day the vacation request is made by the employee.

4. Requests by forty (40) hour employees for the use of less than five (5) consecutive work days of vacation leave shall be made, whenever possible, at least forty-eight (48) hours prior to the requested leave except for extreme emergency situations. As soon as reasonably possible, but no later than twenty-four (24) hours after the request is made by the employee, the supervisor shall either approve or deny in writing on the "Request for Leave" form the vacation request made by the employee. Requests made within 48 hours may and should be granted if the needs of the Department or Division so permit.

5. Employees shall be granted sixty (60) days, January 1 through March 1, in which to reserve specific dates for vacation leave. Once approved, the vacation dates may not be canceled by the City except under extreme emergency conditions. Division seniority shall prevail in the event two or more employees request to reserve the same vacation dates and the appropriate member of management determines that not all employees may be given vacation leave on the requested date.

6. Approval of vacation leave requests made subsequent to March 1 in any calendar year shall be subject to a "first come--first serve" basis without regard to length of service.

E. Return to Work. An employee shall return to work on their next regularly scheduled work day following the use of vacation leave at the time and date agreed upon by the employee and department head or, if the employee does not secure approval for the use of additional

accrued leave, the employee shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 4. Leave of Absence Without Pay.

A leave of absence without pay is a predetermined amount of time away from work and approved in conjunction with appropriate subsections. A leave of absence without pay shall not extend beyond twelve (12) calendar months. A leave of absence without pay is considered a privilege and the best interests of the City shall be the determining factor in deciding whether or not such leave shall be granted.

- A. Eligibility. All benefit eligible employees may request and be granted the use of a leave of absence without pay.
- B. Acceptable Use. A leave of absence without pay may be granted for leaves of the following nature:
 - 1. Medical reasons;
 - 2. To attend an educational institution;
 - 3. Family leave, in accordance with the provisions of the Family and Medical Leave Act (FMLA); or
 - 4. Other valid reasons as determined by the Human Resources Director.
- C. Procedure for Requesting.
 - 1. Leave agreements must be completed in full, signed by the employee and returned to the Human Resources Department.

2. Leave agreements for medical reasons must be accompanied by a signed statement from the attending physician stating the nature of the illness and the anticipated length of the leave.
3. Leave agreements for reasons other than medical purposes must be accompanied by a statement of the anticipated length of the leave, a clear and concise statement of the purpose for the leave and the Human Resources Director may require documentation to substantiate the purpose for which the leave is requested.
4. All requests for a leave of absence without pay must receive approval prior to the requested leave commencing, provided however, that a leave for emergency medical purposes must be made by the employee or a representative thereof within twenty-four (24) hours of the commencement of the leave.

D. Special Conditions.

1. Approval shall be contingent on the approval of the Human Resources Director and concurrence of the department head for non-medical related leaves of absence.
2. The employee will be required to have exhausted all applicable accrued leave in order to receive an unpaid leave of absence.
3. Any absence of an employee without prior approval, a leave of absence or the appropriate use of leave shall be considered unauthorized leave and may be subject to the appropriate disciplinary action up to and including termination.

4. Absences without proper notification and/or advanced approval in accordance with established procedures of three (3) or more consecutive days shall be considered job abandonment and will be considered a voluntary resignation by the employee.
5. Any employee who is on a leave of absence without pay shall:
 - a. Pay the full premium (both employer and employee share), for health, prescription drug, dental and other insurance premiums (provisions for a FMLA may vary);
 - b. Not receive service credit for retirement or for seniority purposes; and
 - c. Not accrue sick, vacation or other types of leave.
6. An employee who is granted a leave of absence without pay and who does not subsequently report back to work on or before the predetermined date, or who does not receive an approved extension, or who receives unemployment or disability compensation, if not physically incapacitated, shall be considered to have voluntarily resigned from employment with the City.
7. An employee who is granted a leave of absence without pay in excess of three (3) months is not guaranteed to return to the position they left. If business necessity requires the City to fill the position during the leave of absence which exceeds three (3) months, the City agrees to consider employees for vacant

positions for which they are fully qualified, if vacancies exist. If no vacancies exist at that time, the employee may receive consideration for future vacancies for a period of six (6) months following conclusion of the leave of absence. If a position is formally eliminated or reclassified while an employee is on an unpaid leave of absence, the employee shall relinquish any claim or entitlement to their previous position, but may be considered for vacant positions for which they are fully qualified for a period of six (6) months following conclusion of the leave of absence.

Section 5. Voting Leave.

- A. Eligibility. All employees may request and be granted the use of leave for voting.
- B. Hours Available.
 - 1. Eligible employees may request and may receive up to two (2) hours of paid leave for voting.
 - 2. Leave for voting shall only be granted to those employees whose work schedule results in a situation wherein the employee has less than two (2) consecutive hours free from work during the period of time the polling place is open for voting.
 - 3. The total amount of leave for voting shall not exceed the time necessary to amount to two (2) consecutive hours when added to

the amount of time from the opening of the polls until the employee's scheduled start time or the end of the employee's shift until the closing of the polls.

- C. Acceptable Use. Leave for voting may only be used for casting a ballot in a primary, special, or general election held in the State.
- D. Procedure for Requesting. Eligible employees may request leave for voting from the department head or designee of the department wherein the employee is employed.
- E. Conditions Necessary for Approval.
 - 1. No more than two (2) hours may be approved for leave for voting if the conditions as outlined in this Article are met.
 - 2. Leave to vote shall be granted to forty (40) hour employees either at the start or the end of the employee's shift. Leave to vote shall be granted during the time the polls are open.
- F. Return to Work. An employee who is granted leave to vote shall return to work at the time agreed upon by the department head and the employee or shall be marked as an unauthorized leave and appropriate disciplinary action shall be taken.

Section 6. Personal Leave Day.

Two annual personal leave days will be granted each full-time member of the bargaining unit. Part-time employees shall receive a prorated share of a

personal leave day based on the number of hours they were hired to work in a work week.

A. Personal Leave Defined. A personal leave day for forty (40) hour employees shall be eight (8) consecutive hours and for part time employees shall be the prorated share of eight hours based on the number of hours the part-time employee was hired to work.

B. Special Conditions.

1. In order to receive the personal leave day, a member of the unit must be employed on January 1 of the calendar year and have successfully completed their initial new hire probationary period.
2. An employee shall be allowed to take a personal leave day on any day of the week without prejudice or discrimination, but subject to personnel needs. The City will make every effort to afford the leave day requested.
3. A personal leave day is not an earned wage and failure to use the personal leave day shall not be compensable. Any unused personal leave at the close of each calendar year must be requested by the employee and taken during the period of January 1 through April 30. An extension may be granted with approval of the Human Resources Director.

C. Request for Taking a Personal Leave Day. Employees shall make a request to their immediate supervisor for taking a personal leave day at least two (2) working days in advance of the requested personal leave day.

- D. Approval of a Personal Leave Day. Supervisors shall insure that all approved vacation days receive priority over granting personal leave days. Approval of an employee's request to take a personal leave day shall be at the discretion of the division supervisor and the denial of the employee's first request in a calendar year shall not be subject to grievances. Denial of an employee's second request for taking a personal leave day shall be subject to the grievance procedure.

Section 7. Holiday Leave.

- A. Eligibility. All benefit eligible employees shall be granted holidays pursuant to the schedule and in compliance with the rules listed below.
- B. Definitions. "Designated holiday" shall mean the official holiday as listed in item 3 below or the alternate holiday as provided for in item 4 below, whichever is applicable.
- C. Official Holidays
1. New Year's Day
 2. Martin Luther King's Birthday
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Veterans' Day
 7. Thanksgiving
 8. Friday immediately following Thanksgiving

9. Christmas Eve Day

10. Christmas Day

The Governing Body may designate additional dates as holidays, by resolution, on a temporary schedule, not to exceed one calendar year.

D. Alternate Holidays. Employees shall be given an alternate day off when the official holiday falls on their normal or regularly scheduled day off.

1. The alternate holiday for employees regularly scheduled to work Monday through Friday shall be Friday when the official holiday falls on a Saturday and shall be Monday when the official holiday falls on a Sunday; provided however, that the Director of Human Resources may designate alternate days other than Monday and Friday.

2. Employees who regularly work a schedule other than Monday through Friday shall be given an alternate day off when the official holiday falls on their regularly scheduled day off. The alternate day off shall be designated by the department or division head in the department where the employee is employed.

E. Holiday Hours to be Observed. All official and/or alternate holidays shall commence at 12:01 AM on the designated or alternate day and shall end at 12:00 PM on the day of the designated or alternate holiday.

F. Compensation for Work on a Holiday.

1. Non-exempt full-time and/or part-time employees required to work on their designated or alternate holiday shall be paid two

times their regular base hourly rate for all hours worked in addition to their normal or regular pay for the holiday. Provided, however, that the employee, with the approval of the division head, may elect to receive compensation and/or a vacation credit for a cumulative total of not more than two (2) times the number of hours worked on a designated or alternate holiday.

2. Full-time employees shall receive eight (8) hours of regular holiday pay and part-time essential employees shall receive a prorated share of the eight (8) hours based on the number of hours they were hired to work.
3. Non-Exempt employees who are receiving temporary total Worker's Compensation shall receive holiday pay in an amount which when added to the amount received from Worker's Compensation shall equate to a full day's pay for the effected employee without charging the employee's other leave accounts.
4. Employees shall receive double time for hours served in an on-call status on a designated holiday.

G. Special Conditions. An employee must be in pay status on the day before and the day after the designated holiday in order to receive holiday pay, provided, however, that part-time employees shall be exempted from this condition if they are not regularly scheduled to work the day before or the day after a holiday.

Section 8. Compensatory Leave.

- A. Accrual. Benefit-eligible employees may earn compensatory leave accrual in lieu of hard dollar payment for overtime hours when offered by Management at a rate of one and one half (1-1/2) times the number of hours worked in excess of forty (40) hours in a week.
- B. Maximum Accrual. An employee may accumulate up to a maximum of two hundred forty (240) hours of compensatory time and may carry over two hundred forty (240) hours of compensatory time from one calendar year to the next year.
- C. Acceptable Use. Compensatory leave may be taken on request of the employee with the approval of the immediate supervisor. Compensatory time will only be used upon request of the employee. The employee will not be forced to use or scheduled to use compensatory time by any supervisor. Use of compensatory time will be permitted within a reasonable period if it does not unduly disrupt the operation of the department/division.
- D. How and/or When to Request Use.
 - 1. Request for use of compensatory time shall be made on a "Leave Request" form.
 - 2. Request for use of compensatory time shall be made to the immediate supervisor.

3. Whenever possible, requests for compensatory time shall be made at least forty-eight (48) hours prior to the requested leave except for extreme emergency situations.
- E. Special Conditions. An employee shall be paid for all accrued compensatory time at their regular hourly rate of pay, excluding any premium pay, on termination of their services from the City.
- F. Return to Work. An employee shall return to work on their next regularly schedule work day following the use of compensatory leave at the time and date agreed on by the department head and the employee or if the employee does not secure approval for the use of additional accrued leave, shall be placed on unauthorized leave and shall be subject to all disciplinary actions associated therewith.

Section 9. Court Leave.

AFT KANSAS and the City recognize two types of court appearances that its employees may be required to attend. Those are appearances which are duty related and those which are part of civic duty. The parties further recognize two times when the employee must attend those appearances. Those are during duty time and those which are during non-duty time. The following is a summary of compensation or lack of compensation to be received by an employee of the City for attendance at those appearances.

- A. Duty time – Duty related: The employee shall receive regular pay and overtime if applicable. Any money received by the employee from the

court as a result of the appearance shall be returned to the City. The employee shall return to work at the completion of the appearance if normal work hours have not expired.

- B. Duty time – Civic Responsibility: The employee shall receive regular pay and return any money received from the court to the City, or may opt to retain the court pay in exchange for their regular pay. The employee shall return to work at the completion of the appearance if normal work hours have not expired.
- C. Non-Duty time – Duty Related: The employee shall receive one (1) hour travel time and two (2) hours “show up” pay or actual time spent, whichever is greater, for testifying or waiting to be called as a witness, provided, however, that such compensation shall be limited to one morning and one afternoon session per day and to a single travel payment if attendance is continuous, except for a meal break, from one to the other. Appearances immediately before or immediately after and contiguous to a regular shift shall be treated as an extension thereof and not separately eligible for either the travel or “show up” allowance. Any pay provided by the court shall be returned to the City.
- D. Non-Duty time – Civic Responsibility: The employee shall receive no pay from the City but shall retain any pay provided by any court, including municipal court.
- E. Non-covered Appearances: If an employee is a voluntary plaintiff in a civil matter, a defendant in a non-job related matter, or appears as a

voluntary expert witness other than as a part of their job, the employee may request the use of vacation time or leave without pay.

Section 10. Military Leave.

A. Temporary Training Period.

1. General. An employee who is a member of a military reserve organization or national guard unit shall be entitled to a paid leave as hereinafter provided. If such assignment would substantially interfere with execution of duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The employee shall provide appropriate documentation of orders to attend any training, citation of the training, and any related information as may be required to fully clarify the absence.
2. Reimbursements. The maximum reimbursement for any military leave shall be the difference between the base pay less special allowances which an employee would normally receive in one pay period and the amount received from the military. There shall be no City reimbursement if the military pay is equal to or greater than City pay. For a typical forty (40) hour employee, for the purpose of calculating the maximum allocation, the pay period would be a maximum of ten (10) working days of eight (8) hours per day excluding any overtime consideration; provided, however, these maximum amounts shall be less than the full possible allocation in the event the individual is assigned to less training

proportionately. Employees shall be reimbursed only for those days they would normally have been assigned to work during the time of the military assignment.

B. Active or Extended Military Assignment.

1. Reimbursement. No City compensation shall be allowed for any persons 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 Governing Body may authorize City reimbursement for the duration of such active service not to exceed the difference between City and military pay.
2. Military Leave as Leave of Absence without Pay. Employees may have entitlement to a position with the City following completion of a military assignment, pursuant to applicable State and/or Federal laws governing such leave. The absence is considered a leave of absence without pay. Employees will be allowed to continue in employment following completion of such service unless, within thirty (30) days of completion, they opt to resign formally from a position or fail to notify the City of their intention to continue in employment, at which point all obligations with the City shall cease. Benefits do not accrue during this leave of absence without pay. The intent of this provision, unless superseded by State or Federal law, is not to encourage a different career

opportunity. Employees shall provide appropriate documentation of orders and complete a leave agreement.

Section 11. Leave for Political Activity.

A. Employees choosing to seek election to the office of Mayor or City Council member shall request vacation leave or request a formal leave of absence from their position with the City for a period of time consistent with any campaign.

B. While on duty, employees shall refrain from active political campaigning of any type including wearing political buttons, distributing campaign materials, or similar activities.

C. Nothing herein shall be construed to prevent or prohibit City employees from exercising their rights as citizens to express publicly or privately their opinions or to cast their votes.

Section 12. Leave Due to Inclement Weather Emergency Absence.

A. If an employee determines he/she cannot report to work, reports to work late, or leaves early due to weather conditions and a Declaration of Inclement Weather has not been issued by the City Manager, the employee should follow departmental policy for reporting his/her absence. Absence due to an employee's inability to report for scheduled work due to weather conditions shall be charged to one of the following leave accruals: compensatory time, accrued vacation leave, or leave without pay, provided that an employee may request to use leave without pay rather than paid leave.

B. In the event of a snow or other emergency

declaration by the City Manager or their designee whereby employees designated as “non-emergency” are directed to stay home with pay without assessment of personal leave, employees directed by management to work and who do report to work shall receive Inclement Weather Pay equal to the same number of hours as those excused from duty in addition to the employee’s regular rate of pay for hours actually worked. Those employees directed by management to report to work and who do not report to work will be required to use appropriate leave to cover the entire scheduled shift. Any employee who, before the snow or other emergency declaration was made, requested vacation or other time off, will not be eligible for Inclement Weather Pay unless they are directed by management and do report for work. Inclement Weather Pay is paid at the employee’s regular rate of pay and is not considered hours worked for purposes of overtime.

Section 13. Administrative Leave.

The Human Resources Director may place an employee on administrative leave with or without pay.

Section 14. Union Leave.

- A. Six (6) members of the bargaining unit, plus the currently-elected President of Local 6406, shall be allowed to attend union functions, such as but not limited to, steward school or organizational drives, provided that staffing levels are not unreasonably and unduly affected as determined by Management. Any such time off shall be without pay.

- B. Six (6) members of the bargaining unit, plus the currently-elected President of Local 6406, shall be granted paid time from duty for attending any scheduled negotiation sessions and Management meetings. It is agreed that time off for Union-City joint meetings, including reasonable travel time, is considered time worked for the purpose of calculating continuous seniority.
- C. A pool of forty eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National union meetings.

ARTICLE 11

HEALTH AND SAFETY

Section 1. General Provisions.

It is the policy of the City 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 interest 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. If an employee has justifiable reason to believe that their safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform their immediate supervisor who shall have the responsibility to determine what action, if any, should be taken. In the event that the threat to the employee's health and safety is immediate in nature, the supervisor shall notify the department or division head or his/her designee, who shall investigate the hazard and make a determination on the safety issue prior to the time the employee may be required to continue the work. In furtherance of this policy, a joint Union-Management Health and Safety Committee shall be established for the City. The joint Health and Safety Committee shall meet on a quarterly basis or upon request of either party and shall be comprised of one (1) AFT KANSAS member from each department 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 City. Union representation will receive the regular rate of pay for the time spent in the

meetings during their regularly scheduled hours. This committee shall have the responsibility for reporting all health and safety problems to the department or division head or his/her designee. Actions to ensure that health and safety are corrected shall be implemented as expeditiously as possible by the department or division head with advice and consent of the Health and Safety Committee. The department or division head shall provide a written reason for any recommendation of the Health and Safety Committee that is not implemented.

Safety/health rules and regulations shall be recommended by the joint committee to the department/division head or his/her designee who shall have the right to approve, reject or revise rules and regulations. In the event the Health and Safety Committee's recommendation is rejected or revised, the department or division head or his/her designee will meet with the Health and Safety Committee and a member of the Human Resources Department to determine if a policy can be adopted that would meet the needs of both the Health and Safety Committee and department or division. Rules or regulations relating to health and safety shall not be promulgated until they are approved by the Human Resources Director.

The City welcomes suggestions from employees or the Union which offer practical and feasible ways of improving departmental safety. An employee may submit their safety suggestions in the following manner:

- A. Giving it to Management; or
- B. Giving it to a member of the Safety Committee.

Section 2. Biohazards.

Definition: For the purpose of this section Bloodborne Pathogens means pathogenic micro-organisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency virus (HIV).

The City and the Union recognize the importance of protecting employees from the potential of exposure in the workplace to bloodborne pathogens and hazardous materials relative to infectious diseases carried in blood, urine, phlegm, feces, and vomit. The City, through the department/division, will make protection kits readily available to employees that work in positions where exposure to bloodborne pathogens and the above listed hazardous materials exist. The kit shall contain the following:

- Disposable gown or coveralls
- Face shield
- Disposable rubber gloves
- Heavy rubber gloves

It shall be the responsibility of the employee to utilize these protective devices furnished by the City. In the event the employee willfully fails to use the furnished protective devices and the employee's injuries were proximately caused by the failure to use the protective devices, Worker's Compensation may be denied.

When possible, employees will be provided a locker to store an extra change of clothes in the event a hazardous material were to come in contact with their clothing.

Section 3. Inoculations.

A. Hepatitis. The City and the Union agree that inoculations for Hepatitis A and B will be provided to employees that have the potential to come into contact with bloodborne pathogens and/or the hazardous materials as listed in Section 2 of this article. Inoculations will be provided for the positions that are identified by the City's medical provider and the Health and Safety Committee. Hepatitis C treatment inoculations will be provided to the bargaining unit employees when Hepatitis C contraction has been confirmed and is work related as determined by the City's medical provider.

The City agrees to provide coverage for the employee's out-of-pocket expenses for the initial/baseline test for members of the employee's immediate household when the employee has been confirmed to have contracted Hepatitis C in the capacity of their job. For the purpose of this Section "family member" shall be defined as a person of the immediate family who permanently resides in the household under the same roof. For an employee to receive the out-of-pocket expense reimbursement the employee must provide the following information to Human Resources:

- An explanation of benefits from the health insurance provider or a receipt from the healthcare provider that includes the date of service, type of service, who received the service, and the cost of the service.

- If a family member does not have health insurance coverage the City will cover the out-of-pocket expense for the initial/baseline blood test. The employee must provide a receipt from the healthcare provider that includes the date of service, type of service, who received the service, and the cost of the service.

B. Flu Inoculations. Flu inoculations will be provided at no cost to bargaining unit employees through the Occupational Health Program.

Section 4. Drug Screening.

The City and the Union agree that it is a matter of health and safety to conduct drug tests under the stipulations set forth in this section.

A. PURPOSE.

To provide procedures for an alcohol and controlled substance free workplace for City of Topeka employees. The intent of this administrative rule and regulation is to maintain a work environment free from the effects of alcohol and controlled substance. In order to achieve this goal the City shall:

1. Require alcohol and controlled substance screening for all post offer candidates for any position with the City.
2. Promote alcohol and controlled substance treatment and counseling, when appropriate for employees that are in need of such services.

3. Require an employee to be tested for alcohol or a controlled substance when a supervisor has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance.

4. Establish appropriate discipline for employees who use or are under the influence of alcohol or a controlled substance at the work site.

5. Provide random alcohol or controlled substance testing for employees who are required under a bargaining unit agreement to submit to testing or an employee is required to have a commercial driver's license to perform his or her essential job functions.

6. Establish procedures for a return to duty.

7. Provide a procedure for follow-up alcohol and controlled substance testing.

B. DEFINITIONS.

1. "Commercial Driver's License (CDL)" means a privilege granted by the State of Kansas which gives the individual permission to operate on public roads a motor vehicle or combination of motor and other vehicles having a combined gross weight in excess of 26,000 pounds.

2. "CDL position" means an employment position with the City of Topeka which requires the employee to possess a current CDL to perform the essential functions of their job and shall be subject to all federal DOT regulations.

3. The term "controlled substances" shall specifically include, but not limited to, the following drugs: Marijuana/Cannabinoids, Cocaine

Metabolites, Opiates, Morphine, Codeine, Phencyclidine (PCP), Amphetamines/Methamphetamine, Barbiturates, and Benzodiazepines. This term, however, shall not include those medications taken pursuant to a valid prescription.

4. “Department Head” means a person responsible for the conduct and performance of the employees in a particular department or another individual, designated by the department head to act on his or her behalf.

5. “Designated Testing Agency (DTA) means a health care provider that is licensed and certified and designated by the City of Topeka to perform testing of employees or applicants for the presence of alcohol and controlled substance use.

6. “Random testing” is an unscheduled and unannounced test for employees selected anonymously by a numerical selection procedure who will be required to immediately submit to an alcohol or controlled substance test.

7. “Reasonable suspicion” means a belief on totality of the circumstances that there are objective facts to lead a reasonably prudent person to believe an employee is impaired due to the use of alcohol or a controlled substance.

8. “Reportable incident” means any personal injury or property damage involving a City employee that occurs on or off City property during assigned work hours, as well as any incident involving an employee

operating a City vehicle or equipment that can be operated on public right-of ways.

9. “Safety Sensitive Position” means an individual whose position requires the unsupervised access to money, buildings or equipment, care or supervision of minors or special needs individuals; and those employee’s with law enforcement or firefighting responsibilities.

10. “Substance Abuse Professional (SAP) means an individual holding a license or certificate in the appropriate field and designated by the City of Topeka to perform evaluation, counseling, and rehabilitation of employees who have engaged in alcohol or controlled substance use.

C. ALCOHOL AND CONTROLLED SUBSTANCE PROHIBITIONS

Any alcohol or controlled substance use is prohibited that could affect the performance of City of Topeka employees including:

1. An employee shall not report for work or remain at work while having an alcohol or controlled substance concentration in excess of the permitted level designated in this ARR.

2. An employee shall not be in possession of, or under the influence of alcohol or controlled substance while on duty or operating a City vehicle or equipment.

3. An employee who is required to take a post-reportable incident alcohol or controlled substance test must not use alcohol or any controlled substance for eight (8) hours following the reportable incident or until a post-reportable incident alcohol test, whichever comes first.

4. An employee who refuses to submit to a required alcohol or controlled substance test shall not be allowed to perform his or her essential job functions. Further, the test refusal may subject an employee to disciplinary actions.

5. An employee shall not report for work or remain at work when taking any physician prescribed or over-the-counter drug which adversely affects the ability to perform his or her essential job functions.

D. POST-OFFER TESTING

1. All offers of employment shall be contingent upon successfully passing a controlled substance test in accordance with the procedures outlined in paragraph J below.

2. A City employee seeking to transfer to a CDL position shall be required to take a controlled substance test prior to filling that position in accordance with the procedures in paragraph J below. If the employee fails the test he or she shall not be eligible for the transfer into that position and shall be subject to the consequences set forth in paragraph K below.

E. POST REPORTABLE INCIDENT TESTING

1. An employee involved in a reportable incident which arises from the employee's duties shall be tested for alcohol and controlled substance if any of the following resulted from that reportable incident.

a. Personal injury which requires medical attention or a fatality; or

b. One or more vehicles was disabled; or

c. An employee receives a citation for a moving traffic violation; or

d. Reasonable suspicion that the employee may be under the influence of alcohol or a controlled substance.

2. Should an alcohol and a controlled substance test be required, the employee shall be tested immediately following the incident. If the employee cannot be tested within eight (8) hours, the employee's supervisor shall document the reasons therefore.

3. An employee shall submit to a test for alcohol and controlled substance if the employee was involved in a reportable incident. If the employee refuses to be tested, the employee shall be relieved of his or her work responsibilities and may be subject to disciplinary action up to and including termination in accordance with the City's Personnel Code and applicable bargaining unit agreements. If an employee is tested by a law enforcement agency at the scene of an Incident, the employee shall still be subject to testing by the City's DTA.

F. REASONABLE SUSPICION TESTING

1. If an employee's supervisor or another member of management has reasonable suspicion that an employee is under the influence of alcohol or a controlled substance, the employee shall be required to be tested. Reasonable suspicion shall be based upon the totality of the facts and shall take into consideration but not be limited to the employee's appearance, behavior, speech, job performance, attendance, smell, and possession of

alcohol or controlled substance and statements or admissions by the employee that he or she has consumed any alcohol or controlled substance.

a. The documentation of the reasonable suspicion shall be prepared by the supervisor or another member of management as soon as practicable after the observations.

b. The supervisor or another member of management shall transport an employee to and from the City's DTA unless other appropriate transportation is arranged for the employee.

2. An employee who is required to submit to an alcohol or controlled substance test because the supervisor or another member of management has reasonable suspicion shall be administered as soon as practicable, but not to exceed two (2) hours from the period of observation. If the employee refuses to accompany the supervisor to the test it will be deemed refusal by the employee and shall be subject to the consequences set forth in Section K below.

3. Any employee who suspects a supervisor or another member of management to be under the influence of alcohol or a controlled substance shall report his or her suspicions and factual observations to the appropriate person in that supervisor's chain of command which may be the supervisor's division or department head or deputy city manager or city manager. Additionally, an employee may choose to inform the Human Resources Director.

G. RANDOM TESTING

1. Unannounced random testing for alcohol and controlled substance shall be required for employees:

- a. who are in a CDL position;
- b. who are in a safety sensitive position;
- c. who are required under a position description or a union contract; or
- d. who have previously failed an alcohol or controlled substance test and is subject to random follow-up alcohol and controlled substance tests as determined by the SAP.

2. Selection and notification for the random testing shall be done in accordance with the applicable Department of Labor regulations or bargaining unit agreements.

3. Selection and Notification of Random Testing.

- a. A random test shall be unannounced and may be administered at any portion of the employee's work day and at any time during the year.
- b. The employee's supervisor or another member of management shall remove the randomly selected employee from the work site and transport the employee directly to the City's DTA.

H. FOLLOW-UP TESTING

The SAP can modify the number and frequency of tests if the SAP in his or her professional judgment deems the change necessary. An employee

may be required to take both alcohol and controlled substance test for any follow-up or return to duty tests.

I. ALCOHOL TESTING PROCEDURES

1. All employees required to submit to an alcohol test shall report to the DTA which will perform all testing. Tests done by a law enforcement agency related to traffic and other offenses shall not be considered to be a valid substitute for the test performed by the City's DTA. Further, employees shall not be permitted to select his or her own test provider. All testing for alcohol shall be considered by breath alcohol testing methods. Employees shall be required to show a valid form of identification which displays a photograph of the employee. The following are the only forms of identification that will be acceptable: a current City of Topeka employee identification badge, State of Kansas identification card, driver's license, military identification card or passport.

2. Test levels.

- a. A test result of 0.02 or less shall be considered a passing score.
- b. A test result of greater than 0.02 and less than 0.04 shall constitute a positive test result which is not automatically deemed to be a failure. An employee with a positive test result between 0.02 and 0.04 shall be relieved of any work duties which require the operation of any vehicle or machinery or could involve working in hazardous

environments or situations, and shall be assigned light duty for the remainder of the employee's shift, if available.

- c. An employee who has a test result of 0.04 or greater shall result in a test failure.

J. CONTROLLED SUBSTANCE TESTING PROCEDURES

1. An employee required to submit to a controlled substance test shall report to the DTA. All controlled substance tests will be performed by the City's DTA which shall be coordinated through the Human Resources Director. Further, employees shall not be permitted to select his or her own test provider. All testing for controlled substance shall be conducted by urinalysis. The City's DTA shall be responsible for monitoring, sealing, and labeling the specimen guaranteeing that the security, proper identification and integrity of the test are not compromised. Employees shall be required to show a valid form of identification which displays a photograph of the employee. The following are the only forms of identification that will be acceptable: a current City of Topeka employee identification badge, State of Kansas identification card, driver's license, military identification card or passport.

- a. Testing Each urine sample is subdivided into two (2) bottles labeled as "primary" and "split" specimen. Only the primary is opened and used for the urinalysis. The split specimen remains sealed and is stored at the

laboratory. If in the sole opinion of the DTA the split specimen should be tested the employee shall have seventy-two (72) hours to request a split specimen be sent to a different certified laboratory specified by the DTA. The 72 hour time period shall commence when the employee is informed that he or she has the option to send the split specimen for testing. The City may seek reimbursement from the employee for the testing and analysis of the split specimen.

- b. All controlled substance tests shall be conducted by the use of a gas chromatography/mass spectrometry (GC/MS). All positive urine samples will be retained by the laboratory for one year, or longer if an appeal or court action is in process.

2. Test Levels.

- a. Test levels (threshold limits) shall conform to the mandatory guidelines for federal workplace drug testing programs established by the Substance Abuse and Mental Health Services Administration (SAMHSA) of the Department of Health and Human Services (HHS). As such, the list of analytes and test methodologies are subject to change. When required by applicable

government regulations or guidelines, please refer to Exhibit "A" for current test levels.

- b. If the controlled substance test results appear in the sole opinion of the DTA that the sample was diluted, the employee or candidate shall be required to take a repeat controlled substance test as soon as practicable.
- c. If in the sole opinion of the DTA the employee has failed the controlled substance test, then the Human Resources Director shall notify the employee and the department director of the results.

K. CONSEQUENCES

The consequences of engaging in conduct prohibited by this administrative rule and regulation will be as follows:

- 1. The conditional offer of employment shall be withdrawn for any candidate who fails the pre-employment alcohol or controlled substance test.
- 2. An employee who violates this administrative rule and regulation shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.
- 3. An employee who has violated this administrative rule and regulation or who has failed an alcohol or controlled substance test for a first time shall be evaluated by a SAP. Further, the employee shall be

required to successfully complete a rehabilitation program as recommended by the SAP as a condition of continued employment and shall be subject to random follow-up alcohol and controlled substance test as determined by the SAP. Further, an employee who has failed an alcohol or a controlled substance test shall be required:

- a. to report to the Human Resources Director before returning to work for an alcohol or controlled substance test and must achieve passing levels under this ARR.
- b. to complete the rehabilitation program recommended by the SAP. If the employee fails or refuses to complete the rehabilitation program he or she shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.

4. An employee who violates this administrative rule and regulation or who has failed an alcohol or controlled substance test for the second time shall be subject to progressive discipline up to and including termination in accordance with the City's Personnel Code or applicable bargaining unit agreement.

5. An employee who refuses to submit to a required alcohol or controlled substance test shall be removed from his or her work duties and shall be subject to progressive discipline up to or including termination in

accordance with the City's Personnel Code or applicable bargaining unit agreement.

6. Removal from Work Duties. An employee who is required to submit to an alcohol or controlled substance test for any reason shall be removed from his or her work duties for any of the following:

- a. If an employee fails an alcohol or controlled substance test.
- b. An employee who registers a positive test result for a positive alcohol test which is not high enough to constitute a test failure.

L. COMPENSATION

1. An employee shall be compensated for the period of time necessary to take a required alcohol or controlled substance test.

2. An employee shall be placed on administrative leave either pending the termination request to the Human Resources Director or for a first failure until the employee is scheduled to meet with the SAP.

3. For a first test failure, an employee may use sick, vacation or compensatory time accruals during the period from the first appointment with the SAP until the SAP has released the employee back to work, provided, however, the employee can only use sick, vacation, or compensatory time accruals while the employee is actively participating in and following all requirements established by the SAP as a part of the rehabilitation program.

M. EMPLOYEE ASSISTANCE PROGRAM

The City of Topeka provides an employee assistance program to provide information, assessment, and referral services to help employees identify problems and develop life-styles that are physically and emotionally healthy. The City of Topeka encourages identification of problems at the earliest possible stage to motivate employees or their family to seek assistance. Further, the City of Topeka encourages employees to voluntarily refer themselves to the necessary treatment program.

N. CONFIDENTIALITY OF RECORDS

1. All alcohol and controlled substance test results and records shall be maintained under strict confidentiality by the Human Resources Director. These records shall only be disclosed to the applicable members of management and shall not be disclosed to any other person unless ordered by a court of law or in accordance with the provisions set forth in this section below. These records shall be kept separate from the personnel files.

2. The City will release an employee's records relating to that employees' alcohol or controlled substance test upon:

- a. the receipt of a written release executed by the employee authorizing the disclosure;
- b. the employee identifies to whom the disclosure may be made; and
- c. releases the City from liability for that disclosure.

O. FALSE REPORTS

An employee shall not falsely accuse another employee of being under the influence of alcohol or a controlled substance. An employee making a false report may be subject to discipline in accordance with the City's Personnel Code or applicable bargaining unit agreement.

ARTICLE 12

MISCELLANEOUS BENEFITS

Section 1. Uniforms.

Uniforms shall be furnished to the employee by the Employer if an employee is required to wear a uniform as a condition of employment, including appropriate inclement weather wearing apparel. The City agrees to provide uniforms or other articles of wearing apparel listed in the policy of each department and/or division. Employees are expected to exercise diligence in the care of uniforms and additional or replacement uniforms or other articles of wearing apparel will be subject to a repair or replace program administered by each department and/or division.

Section 2. Protective Devices and Clothing.

- A. Clothing & Cleaning Allowance. Any employee who is required as a condition of employment to wear and maintain a uniform or other special clothing shall receive an allocation of clothing, an annual reimbursement for repair and replacement or actual repair and replacement of such uniform or special wearing apparel, at the option of and pursuant to departmental policies. A lack of budgeted funds for the purpose of this provision shall not supersede a departmental policy which may require specific attire and/or uniforms for a given job, classification or type of work. Employees in occupations or capacities requiring non-uniform business clothing shall not be eligible for allowances or reimbursements under this section.

- B. Protective Safety Gear. If an employee is required to wear protective clothing or any type of protective device as a condition of employment, such protective clothing or device shall be furnished to the employee by the City. The City agrees to provide a boot allowance of one hundred fifty dollars (\$150.00) total per year toward the purchase of required safety footwear. The need and specification of any type of protective clothing or device required shall be determined by the department head. The cost of cleaning and maintaining the protective clothing or device in proper working condition shall be paid by the City. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. The City agrees to provide safety glasses to all employees who are required to wear such safety glasses. The City agrees to reimburse up to one hundred fifty dollars (\$150.00) total per year toward the purchase of prescription safety glasses to employees who desire to obtain them. The amounts specified in this paragraph are applicable throughout the term of this Agreement.

Section 3. Healthcare Benefits.

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

The Employer and Union agree to discuss and consider changes in coverage in continuing efforts to contain and control escalating costs of group healthcare benefits. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee. The Union shall be entitled to select one (1) member as a representative to the Healthcare Advisory Committee.

The City retains the authority to define group health insurance coverage and carriers in order to maintain a cost effective program. The City agrees to notify the Union, in advance, of any benefit change to such health insurance coverage, or carrier. Under no circumstances will the Employer be liable for any additional payment or cost beyond the provisions of this section.

Section 4. Pension/Retirement.

It shall be mandatory for all benefit-eligible employees to participate in the Kansas Public Employees Retirement System (KPERS) retirement and disability program.

Section 5. Employee Assistance Programs.

The City may require correction of an employee's personal problem as a condition of continued employment and for the purpose of providing assistance to the employee, provided the employee's performance on the job indicates an undesirable trend or tendency which would lead the employee to harm themselves and/or the City if the unacceptable pattern of behavior were allowed to continue.

Any corrective action under the provisions of this section shall be carried out under the provisions of Article 11, Section 4.

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 assistance and/or rehabilitation.

Referrals for assistance may be arranged confidentially through the Human Resources Department, Management or through the Union representative.

Section 6. Cafeteria Benefit Plan.

This benefit is intended to qualify as a "flexible compensation plan" under Section 125 of the Internal Revenue Code, and it shall be construed and interpreted consistent with the requirements of that section. Any benefit eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka. Benefits will be defined in the plan document. Salary is reduced to pay for these benefits; amounts are not subject to federal or state income taxes or Social Security; they are subject to KPERs contributions. Election is irrevocable during the plan year unless there is a qualifying change in status or other exception to the irrevocability requirement as defined in the Flexible Benefits Plan Basic Plan Document.

Section 7. Deferred Compensation.

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

Section 8. Employee Development.

The purpose of the employee development reimbursement program is to promote improved productivity in City services.

Only benefit-eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized educational institutions or relevant professional development seminars as approved by the department head and Human Resources Director using the following rules:

- A. The course must directly relate to the employee's current job duties, or any course including outside-the-major electives required for a degree or certificate from an accredited university or community college into a field in which the employee would have a reasonable expectation of being promoted while employed with the City of Topeka. The employee must receive at least a 2.0 grade point or "C" average in academic courses or the employee must receive a "pass" if the course is only offered on a "pass/fail" basis. An employee must provide a certificate or other proof of completion for technical courses or professional seminars which provide no "grading" system.
- B. An amount not to exceed one thousand dollars (\$1,000.00) may be authorized and reimbursed annually for full-time employees and a

prorated share based on the number of hours for which the part-time employee was hired to work.

- C. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of the appropriate division head, the department head, and the Human Resources Director before the employee may be reimbursed. The approved request form must be received by the Human Resources Department within one (1) month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of a "C", as provided for in this section, and proof of payment for the course must be received by the Human Resources Department within two (2) months after the completion date of the course in order for the employee to receive reimbursement.
- D. The City will not reimburse employees for non-credit special interest courses completed by examination only, late fee, lab fees, extracurricular fees, textbooks or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bills), grants, scholarships, and similar programs.
- E. The department head shall make every effort to budget for the approved reimbursement for academic courses for employees. The department head shall approve courses on a first-come, first-served

basis in a non-discriminatory manner within appropriate budget constraints.

- F. An employee attending a course pursuant to these guidelines during working hours may arrange with their supervisor to utilize compensatory time, vacation time, flex time, or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).

Section 9. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by the appropriate member of Management. The reimbursement for use of a private vehicle shall be at the rate authorized by the City Council for other City employees.

Section 10. Employee Wellness Development Program.

In order to encourage policies and practices to enable employees to achieve optimal physical and mental health, the City of Topeka shall offer a physical fitness program to benefit-eligible employees. The program shall provide that all employees shall have full use of the City Wellness Center without charge to the employee.

Section 11. Legal Representation.

The City will provide legal representation for bargaining unit members against whom suit is brought in civil cases based on activities alleged to be within the scope of official duties of the bargaining unit members.

Section 12. Professional Organizations and Conferences.

The City and AFT KANSAS Union agree that it is in the best interest of the department that as many employees as possible participate in professional, educational and training courses whenever the same are available.

Recognizing the budgetary limitations of the department, the decision to send employees to conferences or seminars shall be upon the approval of the department head and the provision that monies are available within the budget.

Section 13. Parking.

Reasonable parking shall be provided by the City for on duty personnel.

Section 14. Bonus Programs.

The City and the Union agree that all bargaining unit employees will be eligible for City wide incentive bonus programs.

Section 15. Professional License Fees.

The City shall pay for all professional license and certification fees that are required by law and/or as part of an employee's employment.

Section 16. Funeral Expenses.

When an employee in regular pay status with the City dies from an injury or illness accepted under Workers Compensation regulations, the City shall pay the sum of seven thousand five hundred dollars (\$7500.00) to the beneficiary or

beneficiaries designated by the employee on his or her Kansas Public Employees Retirement System (KPERS) beneficiary form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERS beneficiary form, the City shall pro-rate the above sum based on the number of beneficiaries so designated and shall make payments on that pro-rata basis.

ARTICLE 13

GENERAL PROVISIONS

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, color, creed, religion, national origin, political beliefs, or disability that does not affect job performance.

The City 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 City or any City representative against any employee of the Union membership.

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

Section 2. Work Rules.

Work rules shall be consistent with the provisions of the Agreement. Work rules shall be reasonably and uniformly applied in like circumstances.

Existing work rules pertaining to the performance of work and conduct of employees shall be available in each division for review by employees. One copy of the rules shall be made available to the Union.

Before existing work rules are changed or new rules established an open hearing shall be held for the purpose of reviewing and receiving input from all affected employees. Notice of the hearing and the proposed work rules shall be posted on each of the division bulletin boards.

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

In the event an emergency is declared by the City, existing work rules may be changed or suspended without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by the City.

Section 3. Return of City Property.

Employees shall return all property belonging to the City 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;
- D. Protective devices or clothing furnished by the City.

Failure to return such property may result in the City pursuing civil remedies to recover such property or its value.

Section 4. Performance Evaluations.

- A. The purpose of the employee performance evaluation shall be to inform employees of how well they are performing their work and how they can improve their work performance. Employees' performance evaluation shall be required at the end of every probationary period. After the probationary period, employees shall be evaluated annually (2080 hours). The Department Head may require more frequent evaluations as provided for in Article 4, Section 4 (B). The City shall inform the employee in writing, within fourteen (14) days of the end of the probation period, of their successful completion, or failure to complete the probationary period. Annual evaluations shall be completed within thirty (30) days of the scheduled performance evaluation. Departments will establish the cycle for the annual performance evaluation with notification being made to the employee as to when the performance evaluation cycle will occur. Whenever possible, the performance review shall be conducted by the employee's immediate supervisor. Failure to perform the above cited evaluation shall mean the employee has been deemed to satisfy the requirements of at least a "Meets Expectations" overall rating.

- B. The evaluation will be derived from the employee's position description. The position description will contain actual duties and the percentage of time that an employee performs each duty. The performance appraisals shall be comprised of measurable standards of performance from the position description. The ratings shall be made annually on forms reflecting the performance requirements. Each employee subject to evaluation shall be provided with a copy of his/her position description and a set of performance standards at the beginning of each evaluation period. Performance evaluations shall be confidential and shall be made available only to the employee evaluated, their supervisor or department head, the Human Resources Director, the City Manager, any person designated by the employee, and any individual who may reasonably need access to the performance evaluations as required for legal actions including the resolution of grievances. The employee shall be provided with a copy of the completed evaluation. The performance evaluation form shall contain a provision that notifies the employee of his/her appeal rights.
- C. Any employee who has received a "Needs Improvement" rating may appeal that evaluation by filing notice of intent with the department head within fourteen (14) days of delivery of the evaluation. The notice of intent to appeal performance evaluation rating shall be in writing and include the portion(s) of the evaluation that is being

appealed and state the desired remedy sought through the appeal process. The appeal procedure is set forth below:

1. On receipt of notice of an appeal, the department head shall, within five (5) working days, select one person to serve as the City's representative to serve on the appeal committee and shall notify the employee filing the appeal of the name of the person selected to serve. The person selected to serve on the appeals committee shall be a benefit eligible employee of the City.
2. The employee filing the appeal shall, within five (5) working days of the filing, select one (1) person to serve as their representative to serve on the appeals committee and shall notify the department of the name of the person selected to serve. The person selected to serve shall be a benefit eligible employee of the City.
3. The persons selected pursuant to 1 and 2 above shall meet within five (5) working days of notification of their appointment to select a chairperson to serve on the appeals committee. The person selected as chairperson shall be a permanent employee of the City. In the event the two persons selected by the department head and the employee filing the appeal cannot agree on a neutral chairperson, they shall alternately strike names from the listing provided by the Human Resources Director until only one name remains. The name of the

individual remaining after the striking process shall serve as the chairperson of the appeals committee.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson.
5. The person filing the appeal shall have the right to call as a witness any individual having knowledge of the ability of the employee to perform the job providing that the witness shall have the right to refuse to testify regarding the ability of the employee to perform the job.
6. The supervisor who performed the evaluation shall appear at the hearing and explain the basis for the evaluation as it was written.
7. The appeals committee shall, within five (5) working days of the hearing, either sustain the performance evaluation or make a determination which is based on the committee majority decision that the performance evaluation warrants a change to be made to the rating. The majority decision shall be supported by written findings. The committee's recommendation shall be forwarded to the Director of Human Resources on the appropriate appeal committee form for review. The Director of Human Resources shall have five (5) working days to complete the review. After the review, the Director of Human Resources will contact the department head to initiate a rating change if

recommended by the committee. The majority decision, supported by written findings, shall be provided by the Director of Human Resources to the employee filing the appeal.

- D. Performance evaluation ratings are not subject to the grievance procedure as the grievance procedure does not afford the opportunity to change a specific performance rating. Provided however, that if the first notice the employee receives of a grievable matter is through the performance evaluation, the employee shall have the right to grieve that matter, in accordance with the grievance provisions set forth in Article 5 of this agreement. The performance rating is not subject to the grievance procedure.

Section 5. Personnel Records.

- A. Definition. The term personnel record, as used in this Article, shall mean the records and/or files related to an employee's job with the City, which are maintained in the official personnel file at the Human Resources Department.
- B. Access to Personnel Records. It is agreed that individual personnel records and files shall be considered confidential and the property of the City. It is also agreed that such official personnel records and files or information contained therein are not available to the general public except upon the written consent of the affected employee. The

following provisions shall apply regarding an employee's access to their official personnel record.

1. Each employee shall be allowed to inspect and make copies of their personnel records. A written request to do so shall be directed to the Human Resources Department who will schedule a time for inspection that is convenient for both the employee and the Human Resources Department. A charge may be made in accordance with the adopted fee established by the City in accordance with the Open Records Act for any copies of records made by the employee.
 2. A Union representative may, if the employee wishes, accompany the employee when reviewing their personnel record. Alternatively an individual employee may authorize a Union representative to review and/or copy his/her file. Such authorization shall be in writing, identifying the Union representative authorized to review and/or copy said record(s) and be provided to the Human Resources Department prior to the desired time of review or copying of said record(s).
- C. Removal and Deletion of Information from Record(s). An employee, after inspecting their personnel file, may submit a written request to the Human Resources Department to remove material(s) from the file in the event he/she believes the material(s) to be irrelevant, inaccurate, or obsolete. The Human Resources Director shall either remove the

material(s) or inform the employee why the material(s) should remain in the file. If the employee is not satisfied with the decision, the employee shall be permitted to place a written statement of disagreement in the file.

Section 6. Residency.

Employees employed after December 31, 1981, by the City must be bona fide residents of Shawnee County, except at the time of appointment or employment when they need not be residents of Shawnee County, but shall establish residency in Shawnee County 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 7. Dress Code and Decorum.

Non-uniformed employees shall conform to the following dress code:

- A. Male Attire. Male attire that will be acceptable for office duty shall be business suits, dress slacks, short or long sleeve shirts with necktie being optional. Male attire for field work shall be clean jeans of blue or black without stains, holes or patches, and tee shirts of solid colors or polo type shirts of solid colors or stripes without stains, holes, or

patches. Tee shirts with non-City logos or screen-prints will not be allowed.

- B. Female Attire. Female attire that will be acceptable for office duty shall be dresses, skirts or slacks with blouses, sweaters, or shirts or pantsuits. Shorts, halter and midriff tops, spandex type clothes and hair curlers are not acceptable attire. Female attire for field work shall be clean jeans of blue or black without stains, holes or patches, and tee shirts of solid colors or blouses of solid colors or stripes without stains, holes, or patches. Tee shirts with non-City logos or screen-prints will not be allowed.
- C. Management, at their sole discretion, may allow for a less restrictive policy than is set forth in this Section.
- D. On Fridays, all non-uniformed City personnel shall have the option of wearing jeans, without holes, stains or patches and banded tee or sweat shirts. Uniformed employees shall not be affected by this section.
- E. Non-uniformed employees who have no public contact shall be allowed to utilize the “Friday clothing option” at all times.

NOTE: Uniforms for uniformed employees are specified in Article 12, Section

1.

Section 8. Prohibited Acts.

Such acts shall be governed by the provisions of K.S.A. 75-4321 et. seq.

Section 9. Personal Business.

Conducting personal business while on duty shall be prohibited and any employee who violates this provision is subject to discipline under the provisions of this Agreement.

Section 10. Conflict of Interest.

A bargaining unit employee shall not engage in any business, activity or transaction and shall not have a substantial financial or personal interest which would impair proper discharge of official duties, independence of judgment, or any action in the public interest. This standard shall apply to an employee's personal and outside activities including outside employment, investments, property holdings, financial interest, and source of income. Furthermore, this standard shall apply to an employee's actions related to the performance of official duties including acceptance of gifts; favors; action or inaction in inspection or regulation functions; disclosure of confidential information; or granting improper favors, services, promises or things of value. Employees shall immediately notify their supervisor(s) of non-City business or personal activities which may constitute a conflict of interest with their position with the City.

Section 11. Nepotism.

The City shall not hire immediate family members when such employment will result in a direct supervisory line between such family members.

Section 12. Multiple City Positions by One Employee.

All bargaining unit members shall not hold more than one benefit-eligible full-time position at one time.

Section 13. Solicitation.

No peddling, soliciting or selling for charitable or other purposes is allowed on City property during working hours without the expressed approval of the department head.

Section 14. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves on a regularly scheduled shift to be regularly checked to assure their health and safety.

Section 15. Driver's License Requirement.

All bargaining unit members that are required to maintain a valid Class C Kansas driver's license or a commercial driver's license (CDL) will be provided up to two (2) hours of on duty time to renew their respective driver's license.

- A. Employees shall be required to notify their supervisor in the event their driver's license is suspended, revoked or otherwise confiscated. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. In no circumstances shall a City employee whose driver's license has been suspended, revoked, or

otherwise confiscated, operate a City vehicle of any type prior to notification to the supervisor of the action. Failure to report the action or the operation of a City vehicle prior to notification shall be grounds for immediate disciplinary action up to and including termination from City employment.

- B. 1. An employee who suffers a loss of his/her license for a period of ninety (90) calendar days or less or becomes uninsurable under the current City insurance policy requirements shall be assigned to non-driving duties for a period of thirty (30) calendar days. An employee may be assigned to non-driving duties for which the employee is qualified if such assignments are available for an additional sixty (60) calendar days and will be paid at the pay rate for the position into which they are assigned. Employees may use accrued vacation, personal leave or compensatory time during this sixty (60) calendar day period. If an employee's license is reinstated during this ninety (90) calendar day period and he/she is otherwise insurable, the employee shall be reinstated to his/her former position.
2. An employee who suffers the loss of his/her license or becomes uninsurable under the current City insurance policy requirements for a period of time greater than ninety (90) calendar days shall be removed from their position and shall be eligible for an additional ninety (90) calendar days to compete for non-driving positions.

Employees may use accrued vacation, personal leave or compensatory time during this ninety (90) calendar day period.

Section 16. Fitness for Duty.

- A. Eligibility. All employees shall be subject to the fitness for duty requirement.
- B. Acceptable Use.
 - 1. Department heads may require employees to report to the Human Resources Director in order to obtain a medical release for duty if the department head has reason to believe that the employee is unable, because of medical reasons, to perform any or all of the duties assigned to the position in which the employee is employed.
 - 2. A representative of the Human Resources Department may require a referred employee to report to the City Health Care Provider for evaluation prior to releasing the employee to return to duty.
 - 3. The City Health Care Provider may require the employee to provide a medical certificate from the employee's regular physician prior to releasing the employee for duty and may require the employee to provide a release for the exchange and discussion of medical information between

the employee's regular physician and the City's Health Care Provider.

4. Employees who have been referred to the City's Health Care Provider pursuant to the provisions of subparagraph 2 of this paragraph, shall be placed on paid administrative leave until the initial evaluation is completed.
5. Absent extenuating circumstances, in the event an employee fails to comply with the Health Care Provider or fails to appear at the scheduled appointment(s) with the Health Care Provider, the paid administrative leave will be terminated and the employee may be disciplined up to and including termination.

C. Alternatives to Returning to Regular Duties.

1. If, in the judgment of the City Health Care Provider, an employee is unable to return to work to perform assigned regular duties and the incapacitation is of a temporary duration, the Health Care Provider will so notify the Human Resources Department and the representative thereof shall work with the employee and the department head or a designee thereof to provide one of the following options for the employee to follow:

- a. The employee may choose to utilize accrued sick leave until such time as the employee is able to return to work;
- b. The employee may choose to request a leave of absence as provided for in this Agreement;
- c. The Human Resources Director and the department head or designee, may agree to make reasonable accommodations to allow the employee to continue in the employee's regular position;
- d. The Human Resources Director, the department head or designee of the division wherein the employee is assigned and the employee may agree to a transfer to a vacant position in the division or a voluntary demotion or promotion to a different classification if qualified, which does not require the employee to perform the duties which the employee can no longer perform;
- e. The Human Resources Director, the department head or designee, of another division in the department or a different department in the City and the employee may agree to a transfer to a different position in a different division or department or a voluntary demotion or promotion

to a position in a different classification, if qualified and capable of performing all the essential job functions of that position.

2. If, in the judgment of the City Health Care Provider, an employee will not, within the foreseeable future, be able to return to work to perform his or her essential job functions with or without reasonable accommodation, the Human Resources Director may choose to terminate the employee's employment.

Section 17. Equal Opportunity.

It is the policy of the City to provide all employees an equal opportunity without unlawful discrimination based on age, race, religion, creed, color, gender, sexual orientation, familial status, political beliefs, national origin or disability. This policy applies to all protected groups as required by law.

Section 18. Notification of Potential Liability.

Any bargaining unit employee shall be required to provide reasonable and clear written notice of any situation observed by the employee which may cause a liability to the City, notwithstanding the employee's formal job activity area or working schedule. This provision is intended as an employee's responsibility as a preventative mechanism to further ensure financial security for the City and to provide the best and most efficient service to the public. Such notice shall be given promptly through the employee's supervisor or, in immediate danger situations,

the employee shall notify another department supervisor capable of remedying the matter.

Section 19. Use of Interdepartmental Mailboxes.

The Union may distribute Union mail through existing Department mailboxes to employees of the bargaining unit.

Section 20. Use of City Facilities.

The Union may request the use of City facilities in which to conduct Union business or social functions. Request for the use of the facilities shall be made not less than twenty-four (24) hours before the date of the requested use, shall not interfere with the regular conduct of business, and shall not be unreasonably denied. Any damage or unreasonable cleanup resulting from Union activities in City facilities shall be the responsibility of the Union.

Section 21. Off-Duty Employment.

A. Purpose.

1. To provide for the control of off-duty employment.
2. To facilitate emergency call-back of employees.

B. Procedure. Employees who are employed in jobs other than their City employment will fill out and keep current an Off Duty Employment Form. This form will be submitted to the employee's supervisor. The supervisor will then be responsible for seeing that such information is forwarded to the department head. It is imperative that such

information be submitted and kept current, to facilitate contacting an employee at all times, in the event of an emergency. No City equipment or uniforms will be used during off duty employment.

Section 22. Employer Access to Employee Electronic Records.

It is in the interest of the City, its employees, and the Union to ensure a safe and secure work environment. It is acknowledged and understood that there is no expectation of privacy on the part of City employees while they are engaged in the performance of their duties. It is understood and agreed that the Director of the Information Technology Department may grant a request from one or more department directors, upon review and approval by the City Attorney and Human Resources Director, to access the electronic records of one or more City employees.

(1) Access may be granted when alleged violations of the following prohibited uses of the City information technology system occur:

- A. Sales or purchase of products and/or services or solicitation to sell or purchase products and/or services;
- B. Unauthorized disclosure of City of Topeka proprietary or confidential information;
- C. Illegal activity such as stalking, threatening others, espionage, theft, illegal drugs, pornography, and/or harassment;
- D. Unprofessional communication having the potential to cause embarrassment to the City;

- E. Publishing, posting, and/or distributing defamatory, libelous, obscene and/or unlawful material or information;
- F. Excessive personal internet use;
- G. Violation of any applicable local, state, national or international law.

(2) Additionally, access to electronic records may be granted for the following reasons:

- A. Anticipated or actual litigation involving the City or its contractors.
- B. Access is required to comply with federal or state law, including the Kansas Open Records Act.

Section 23. Electronic Recordings of Meetings.

If a party electronically records a meeting between management and either (a) the union; or (b) an AFT bargaining unit member, that party shall provide a copy of the recording of the meeting in a commonly used recording format to the other party upon written request by the other party and at no cost to the other party.

Section 24. 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 herein after enacted in accordance with the Topeka City Code and Personnel Code not in conflict with any Article, Section of any Article, or any language contained in this

Agreement, shall apply to all City employees including 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 14

INTERDEPARTMENTAL AND INTRA-DEPARTMENTAL EMPLOYEE MOVEMENT

Section 1. Filling of Vacancies.

For the purpose of this Article, a vacancy is created when the City increases the work force and/or chooses to fill a vacancy created by a termination, resignation, transfer, promotion, or demotion.

(a) Notice of bargaining unit vacancies shall be posted on bulletin boards in every department/division for a period of at least seven (7) calendar days and such jobs will not be filled until the seven (7) days have expired. Such notice shall state the department, position, classification, shift, work location, assignments, minimum qualifications, and pay rate for the job. Vacancies within the bargaining unit shall be filled by promotion whenever possible; provided however that demotions and lateral transfer within the bargaining unit shall take precedent over promotions.

(b) Any qualified non-probationary bargaining unit employee may apply for a vacancy within the bargaining unit. Qualifications and seniority will be used in determining which employee will be selected to fill a vacant position. Determinations as to the qualifications shall be reasonably determined by management. The selection may be based on the following:

1. Employee possesses the physical and other qualifications to perform the essential position responsibilities with or without reasonable accommodations.

2. Employee does not have written level or above discipline for availability for work issues.

3. Employee demonstrates satisfactory performance in current position assignment; demonstrates ability to maintain harmonious relations with coworkers and supervisors; and observes City policies, rules and regulations.

(c) The position shall be awarded to the most qualified employee. When two or more employees possess substantially equal qualifications, departmental seniority shall determine which employee is selected for the vacancy. City seniority shall be used in the event the employees have equal departmental seniority. Hiring from outside the bargaining unit shall occur only when it is determined that no qualified/interested applicants exist within the bargaining unit. In the event the senior employee is not awarded the assignment to the vacant position, the employee may request written reasons for the denial.

Section 2. Promotions.

For the purposes of this section, promotion shall be defined as the advancement of an employee from their current position in a classification to a vacated or newly created position in another classification with a higher pay grade. All benefit eligible (non-probationary) employees shall be eligible for promotions to a higher classification for which they are qualified or for which a training program may be established. An employee who is serving a performance

evaluation probationary period or is at the suspension level of discipline shall not be eligible to apply for a promotion. Under these circumstances eligibility to apply for a promotion shall not be acquired until the special probationary period has been successfully completed or for a period of five hundred twenty (520) hours after the suspension has been served.

All employees receiving a promotion shall be required to serve an interim probationary period as defined in Article 7. An employee who does not successfully complete interim probation and is returned to the employee's former position or a comparable position shall be compensated at the rate earned by the employee prior to the promotion plus any increases granted by the City Council.

An employee promoted to a higher classification will be moved back one step from the step attained at the time of promotion for each grade the employee moves down on the pay matrix, provided that the employee shall not be moved back past Step 3 of the pay matrix. An employee shall move to Step 1 of the appropriate grade when the employee has not achieved Step 3 at the time of the promotion. For any employee whose promotion date coincides with their anniversary date, the wage for the promotion shall be calculated prior to the calculation of the step increase.

Section 3. Transfers.

For the purpose of this section, a transfer shall be defined as an interdepartmental or an intra-departmental movement without change in the

employee's classification. An employee shall be entitled to retain the step that was achieved prior to the transfer.

Section 4. Demotions (Involuntary and Voluntary).

Employees may be downgraded (demoted) to a classification within a lower pay grade for the following reasons (The following enumerated list of reasons for demotion is not to be taken as an absolute list of all possible justifications for demotion):

A. Involuntary

1. For unsatisfactory performance on the employee's present job;
2. In the event continued performance of the employee's present job will, in the opinion of the Medical Advisor, injure the health of the employee;

B. Voluntary

1. In the event an employee is unable to perform the work assigned to their current classification because of injuries or physical limitations, but are able to do the work of a lower-rated classification, and provided that reasonable accommodations cannot be made for the employee;
2. In the event an employee requests reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by the City;

Procedures for involuntary demotion are governed by the provisions of Articles 4 and 7. Procedures for voluntary demotion are governed by the provision of Article 13, Section 16; Article 8, Section 1.E; and Article 7. The rate of pay for all demotions is as follows: for every grade that an employee is demoted, an employee is walked up and out on the pay matrix, provided however, that no employee shall move further out on the pay matrix than the employee's years of service plus any additional steps that the City Council has granted.

Section 5. Acting Assignments.

All bargaining unit members shall be eligible for acting assignments as set forth below.

- A. Eligibility. All benefit eligible (non-probationary) employees may be placed in an acting assignment by the department head or designee of the division wherein the employee is employed.
- B. Hours Available. Employees may be placed in an acting assignment until the position is filled.
- C. Acceptable Use. Acting assignments may be used to fill a position vacated by an employee, to fill a position of an employee on authorized leave or to temporarily fill a newly created position.
- D. Rate of Pay for Employees on Acting Assignments.
 - 1. An employee assigned to an acting capacity in a higher classification will be moved back one step from the step attained at the time of the acting assignment for each grade the employee moves down on the

pay matrix, provided that the employee shall not be moved back past Step 3 of the pay matrix. An employee shall move to Step 1 of the appropriate grade when the employee has not achieved Step 3 at the time of the acting assignment. For any employee whose acting assignment effective date coincides with their anniversary date, the wage for the acting assignment shall be calculated prior to the calculation of the step increase.

2. An employee assigned to an acting assignment in a higher classification prior to January 1, 2012, will retain the rate of pay described under the previous Memorandum of Agreement (effective January 1, 2009 through December 31, 2011). Should the employee be promoted into the position held as an acting assignment following January 1, 2012, the employee's position on the pay matrix will remain the same and will not be adjusted downward.

E. Special Conditions.

1. Employees shall continue to accrue seniority in their regular classification while serving in an acting assignment.
2. Employees serving in an acting assignment shall receive all premium pay for the position in which the employee is serving the acting assignment.
3. Department heads or their designee shall determine the employee to serve in an acting assignment based on

qualifications and other criteria and such determinations shall not be subject to the grievance procedure in this Agreement.

F. Return to Work.

1. An employee who has served in an acting assignment shall be returned to the employee's regular position at the completion of the acting assignment.
2. Employees shall return to their regular rate of pay, including any salary adjustments, when the employee is returned to the employee's regular position.

Section 6. Out of Class Pay.

All bargaining unit employees shall be eligible for out of class pay as set forth below.

- A. Eligibility. All benefit eligible employees may be required to perform duties not contained within the class specifications or job description for the position in which they are currently employed.
- B. Hours Available. All benefit eligible employees may be required to work an unlimited number of hours in an "out of class" status, subject to the provisions of paragraph D of this section.
- C. Acceptable Use.
 1. Department heads or their designee shall determine the qualifications and select the individual to perform out of class work.

2. The duration of an out of class assignment shall be governed by the provisions of Section 5 of this Article if the assignment is made for the purpose described within the Acting Assignment section (Section 5) of this Article.
3. "Out of Class" assignments may be made for indefinite periods of time if the assignment is made for the purposes of accomplishing the mission of the department and the employee is not assigned to a vacant position.

D. Compensation for Out of Class Work.

1. Employees who are assigned duties which are not contained within their classification specifications and such assigned duties fall within the classification specifications of a different classification in a higher pay grade shall be compensated by using the procedure delineated in Section 2 of this Article titled "Promotions." Work at the higher classification shall be performed for a period of ten (10) consecutive work days prior to becoming eligible for out of class pay. Out of class pay shall be paid for all work days in excess of ten (10) days.
2. If the employee performs duties assigned to a lower classification, the employee shall be compensated at the employee's regular or normal rate of pay.

E. Special Conditions. No employee shall refuse to perform duties assigned by the employee's supervisor or such employee shall be

subject to the disciplinary actions contained within this Agreement. However, an employee may grieve a failure to receive out of class pay if the employee believes that assigned duties fall within a higher compensated classification and the employee has performed such duties for more than ten (10) consecutive days.

- F. Return to Work. An employee who has been performing out of class duties shall be returned to the employee's regular or normal duties and pay once the out of class assignment is completed.

Section 7. Reclassification.

An employee whose position is reclassified to a classification in a higher grade will be placed at the step the employee had attained immediately prior to the reclassification. An employee whose position is reclassified or reallocated to a lower grade will be placed in the step equal to the number of years in service with the City plus any additional steps granted by the City Council in the grade assigned to the classification into which the position is being reclassified.

Section 8. Reallocation.

An employee whose position is reallocated to a classification in a higher grade will be compensated at the higher grade by using the procedure delineated in Section 2 of this Article.

ARTICLE 15

HOURS OF WORK

Section 1. General Provisions.

The normal work week for the duration of this Agreement shall be forty (40) hours. Normally, the forty (40) hours will consist of five (5) eight (8) hour days, however, variations to the schedule may be allowed pursuant to departmental operating needs and the best interest of an efficient and effective operation. Shift work may be used where needed, in the areas where there is shift work, pursuant to Section 3 of this Article. While office hours remain standardized, flexible scheduling for particular assignment and staff may be utilized. The basic work week for the duration of this Agreement shall be defined as starting at midnight Friday and ending at 12:01 a.m. on the following Saturday. Any overtime work shall only be allowed if it is specifically assigned by a duly authorized supervisor.

Section 2. Hours of Work/Non-Shift Work.

All day-shift personnel will generally work eight (8) hours per day, Monday through Friday, approximately between the hours of 8:00 a.m. and 5:00 p.m.

Section 3. Shift Work.

- A. Day shift and night shift are defined in Article 3 of this Agreement. Starting and ending times for shifts may be established pursuant to the provisions of this Article.

- B. Any department may establish shift work for members of this unit. Shifts shall only be established after good faith negotiations with the Union in an effort to reach agreement on the starting and ending times of such shifts.
- C. Split shifts shall not be established, (i.e., eight (8) hours of work performed over more than nine (9) consecutive hours), without negotiations with the Union as provided for in paragraph B, above.
- D. Departments utilizing shift work as of the first date of this Agreement may retain those shifts subject to future negotiations prior to any change in the starting and/or ending times of those shifts.
- E. Employees, working within the classification wherein shift work is to be performed, shall be allowed to bid for assignment to shift work based on their seniority within the department.

Section 4. Bidding for Shift Assignments.

Vacancies on a shift which occur, for any reason, shall be filled by the seniority bidding process from among qualified employees who normally perform the work required.

- A. Bidding for shift assignments will be held semi-annually beginning on June 1 through June 15 and December 1 through December 15 of each year. Results will be posted on departmental bulletin boards by June

30 and December 31 and will become effective at the start of the first full shift in July and January. All employees are eligible to bid if they have completed their initial new hire probationary period. All probationary employees may be assigned to any shift for training purposes by Management until the probationary period is complete and they are eligible to enter the bidding process. Bargaining unit members who fail to bid shall be assigned by Management to those shift assignments remaining open after the completion of the bidding process.

- B. Shift bidding shall occur with the most senior employee getting shift preference. All seniority determinations shall take place under the provisions of Article 6, Section 3.

Section 5. Advance Posting of Work Schedules.

- A. When applicable, management shall post monthly or bi-weekly schedules at least seven (7) working days in advance of the start of the schedule.
- B. Management shall give employees seven (7) working days' notice of changes in hours of work assignments or days off, except in declared emergency.
- C. Management shall, whenever possible, notify employees of special assignments, such as schools, seminars, in-service

training, etc., at least seven (7) working days in advance of the start of such assignment.

Section 6. Trading of Shifts/Days Off.

Trading of shifts and/or days off may occur with approval of Management and mutual agreement between the affected employees. All trading of shifts and/or days off shall be within the same pay period and the trade shall not cause the accrual of overtime solely by virtue of the trade. Requests to trade shifts and/or days off shall be submitted on a form to be provided by the employer, to the employee's immediate supervisor, not less than forty-eight (48) hours prior to the first work day to be traded. The employee who has assumed responsibility for working on a "traded" shift and/or day will be accountable for attendance on that shift and/or day as if it were their "normal" shift or day. If a shift trade involves a holiday, the employee who works on the holiday shall be entitled to the holiday pay.

Section 7. Flex Time.

By mutual agreement between the employee and Management, different work times and lunch periods may be agreed upon as a flexible work schedule (flex time). A day shift employee who opts for a flexible work schedule which includes hours of work which end after 6:00 PM shall not be considered a night shift employee and therefore shall not be entitled to shift differential.

Requests to work flex hours or to change flex hour schedules must be submitted in writing at least one (1) week in advance of the proposed effective date to the department head or their designee.

Requests to work flex hour schedules will be approved whenever possible provided that the department head or their designee determines that staffing levels and the effectiveness and efficiency of operations are not unreasonably or unduly affected.

Section 8. Rest/Meal Periods.

- A. Breaks/Rest Periods. All employees shall be allowed one paid break period of fifteen (15) minutes for each four (4) hours worked. Rest periods are intended to allow employees a brief break from work activities for rest and relaxation. Breaks are provided on employer-paid time and scheduled by each employee's supervisor or at times agreed between the employee and their supervisor.
1. Breaks may not be combined or accumulated to extend an employee's lunch period or to reduce the number of hours an employee is required to work each day.
 2. Breaks may not be used for late arrival or early departure from work.
 3. The scheduling of breaks is dependent on the type of work required of an employee and is subject to departmental rules. Breaks may be temporarily suspended when such breaks will

unreasonably affect City service. Employees not allowed to take their break at the normal time shall be allowed to take the break at an earlier or later time when work load permits.

B. Meal Periods. Depending upon the work assignment full-time employees may receive a paid or unpaid meal period.

1. Unpaid Meal Periods. Full-time employees assigned to positions with unpaid meal periods will be entitled to a meal period of thirty (30) minutes or one (1) hour as determined by the immediate supervisor. Meal periods should be scheduled as close to the middle of the work shift as possible, as the work load permits. Employees must be completely relieved of work duties during unpaid meal periods. Meal periods may not be used for late arrival or early departure from work. Meal periods and break periods may not be combined.

2. Paid Meal Periods. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Meal periods for employees on straight shifts do not require relief from duty.

C. Reimbursement for Meals. An employee who is required to attend a dinner, lunch or similar function wherein the employee is required to pay for the meal shall be reimbursed for such costs. A department head may authorize payment of meals for an individual or group of

individuals who have been invited to participate in a meeting or an activity which is to the benefit of the City.

Section 9. Overtime.

Overtime work shall be offered under the following conditions:

- A. General Policy. The authorization and control of all overtime work is the direct responsibility of the department head. Overtime hours shall be defined as the total hours worked including any in pay status, excluding holiday pay, which exceeds the FLSA limit.
- B. Voluntary Overtime/Call Back.
 - 1. The City shall establish and maintain a voluntary overtime list from which the City shall offer emergency and scheduled overtime in a manner as set forth below; provided, however, that probationary employees shall not be eligible for voluntary overtime except for an extreme emergency, as determined by the department/division head or designee, or when the voluntary overtime list has been exhausted. This list shall be used, except for employees on official standby, for scheduling bargaining unit employees for voluntary overtime. Provided, however, an employee may be held over at the end of the employee's shift in order to complete a project, for a period of time not to exceed four (4) hours.

2. Employees may notify the City of their desire to be included on the voluntary overtime list by filing a written notice of their desire with the appropriate member of management between June 1 and June 15 and between December 1 and December 15 each year, when new voluntary overtime lists based on seniority will be developed. However, otherwise qualified employees who complete probation may submit written requests to be added to the list at that time. Written requests by employees to remove their names from the list may be submitted at any time.
3. Implementation of the voluntary overtime list will commence with the employee who has the most department seniority and who is qualified to perform the work required and rotate through the least senior employee on a continuing and repeat basis. That is, when there is overtime work to be assigned, the supervisor will start at the beginning of the list, or at the point last left off, whichever is appropriate, then move to the next name on the list until someone volunteers to work the available overtime. No employee, regardless of seniority, will be allowed to work in a position for which they are not qualified or for which they will not have received adequate rest. Adequate rest, as used herein, shall be defined as not less than eight (8) consecutive hours of duty free time between work periods.

Work periods shall not exceed sixteen (16) consecutive hours except during a declared emergency.

4. For the purpose of “rotation,” each legitimate attempted contact which does not result in the employee working the available overtime shall be considered to constitute a rejection of the available overtime and shall result in the employee being rotated to the bottom of the list.
5. All employees on the voluntary overtime list except those on approved leave on the day the overtime is offered shall be eligible for available overtime. Employees on approved leave will not be rotated to the bottom of the list, but rather retain their positions until their return. However, employees coming back from approved leave must work at least half a shift prior to being eligible for overtime.
6. An employee may refuse voluntary overtime without penalty except for being rotated to the bottom of the list.
7. When staffing shortages occur due to the unavailability of non-probationary employees the department/division head may assign work to probationary employees for emergency work assignments.
8. When a particular employee is assigned to a specific defined project, that employee may, because of special expertise, also be offered any overtime required for and associated with that

project without regard to the voluntary overtime list; however, in the event such employee is unable to perform the additional work or otherwise turns down such an opportunity, the voluntary overtime list will be applied.

C. Involuntary Overtime/Call Back. The assignment of involuntary overtime shall be accomplished in the following manner:

1. The City shall establish and maintain an overtime list of all non-probationary employees from which overtime shall be assigned in the event no member listed on the voluntary overtime list is available or willing to work the overtime on a voluntary basis. The list shall contain the names, in inverse departmental seniority order, of all employees who normally perform the work required.
2. The overtime assignment shall be given to the least senior member who has had adequate rest as defined in Paragraph B, 3 above and the assignment shall be noted on the list. Subsequent assignments shall be given to the next member on the list with the least amount of seniority who has not received an involuntary assignment of overtime until all members have been assigned involuntary overtime and at that time the process shall re-commence from the top of the list.

3. After all of the above have been exhausted, the department/division head or designee may assign work to probationary employees.
 4. No employee may refuse a call for involuntary overtime work without being subject to disciplinary action. Under certain circumstances of personal hardship, the Employer may choose to excuse an employee from involuntary overtime work, but in that event such employee shall be first on the list when an involuntary overtime situation next arises.
 5. The Employer shall retain the right to call any employee into work without regard to the involuntary overtime list if the employee's particular skills or qualifications are required to accomplish a task or if, due to the nature of an emergency, an unacceptable delay in a reporting time could otherwise be experienced.
- D. For the purposes of this Section, "hold-over" overtime shall be counted as an involuntary overtime assignment. Hold-over shall be defined as the period of time when an employee is required to remain on the job until such time as another employee is found to replace the original employee held over or an employee is required to remain to complete a project.
- E. Voluntary and involuntary overtime offered or assigned within the Police Department shall be offered in blocks of time not to exceed

eight (8) hours. The eight (8) hour blocks of time shall be divided into two (2) hour segments.

Section 10. Time and Place for Reporting to Work.

- A. Personnel shall report for duty no later than the beginning of their assigned work schedule.
- B. The shift supervisor will assign the employee's work station prior to the start of the work day.
- C. An employee anticipating being late shall report that fact to the department at least one hour prior to the shift start time or at their earliest possible opportunity if due to extreme extenuating circumstances.
- D. If an employee is not present at the beginning of their assigned work schedule, he or she will be considered late for work (tardy), and so noted by the supervisor. Employees who are tardy four (4) times within any six (6) month period shall be subject to the first level of progressive disciplinary action. Three (3) additional instances of being tardy will constitute a second offense and each additional tardy thereafter will be considered a single offense. Each offense shall be subject to progressive disciplinary action in accordance with Article 4, Discipline and Discharge.

- E. Employees may be permitted to clock in to work no more than seven (7) minutes prior to the beginning of their assigned work schedule.

Section 11. Clean-up Time.

Employees who are engaged in the type of work which necessitates cleaning up prior to a meal shall be granted a five (5) minute personal clean-up period prior to the meal period, and ten (10) minutes at the end of the shift. However, where work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

ARTICLE 16

DURATION, TERMINATION AND AMENDMENTS

This Agreement shall be effective beginning January 1, 2021, and shall remain in full force and effect through December 31, 2022. Articles may be re-opened throughout the term of this Agreement by mutual consent of both parties. The provisions of this Agreement shall remain binding on the parties during negotiations as in K.S.A. 75-4321 et. seq. for a successor agreement.

Should any provisions of this Agreement be held unlawful by a court of competent jurisdiction, all other provisions shall remain in force for the duration of the Agreement. Negotiations shall commence at a mutually agreeable time in the event replacement provisions are deemed to be necessary by the Union or the Employer.

DATED AND ACKNOWLEDGED THIS _____ DAY OF _____, 2020, IN

THE CITY OF TOPEKA, KANSAS, BY:

AFT KANSAS LOCAL 6406

Larry Fairchild, President Local 6406
Fleet Services

Danielle Musick, Negotiations Team Member
Street Maintenance

Brian Kelly, Steward
Fleet Services

Hank Halseth, Negotiations Team Member
Traffic Operations

CITY OF TOPEKA, KANSAS

Brent Trout, City Manager

ATTEST:

Brenda Younger, City Clerk

APPENDIX A

AFT

2021 Pay Matrix

0.25% Increase from 2020

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
KAPE1	K01	11.53	11.70	11.88	12.07	12.26	12.46	12.65	12.84	13.03	13.23	13.44	13.64	13.84	14.05	14.27	14.50	14.72	14.94	15.16	15.41	15.64
KAPE1	K02	11.87	12.06	12.25	12.45	12.64	12.83	13.02	13.22	13.43	13.63	13.83	14.04	14.26	14.49	14.71	14.93	15.15	15.40	15.63	15.86	16.11
KAPE1	K03	12.24	12.44	12.63	12.82	13.01	13.21	13.42	13.62	13.82	14.03	14.25	14.48	14.70	14.92	15.14	15.39	15.62	15.85	16.10	16.35	16.61
KAPE1	K04	12.62	12.81	13.00	13.20	13.41	13.61	13.81	14.02	14.24	14.47	14.69	14.91	15.13	15.38	15.61	15.84	16.09	16.34	16.60	16.85	17.10
KAPE1	K05	12.99	13.19	13.40	13.60	13.80	14.01	14.23	14.46	14.68	14.90	15.12	15.37	15.60	15.83	16.08	16.33	16.59	16.84	17.09	17.35	17.62
KAPE1	K06	13.39	13.59	13.79	14.00	14.22	14.45	14.67	14.89	15.11	15.35	15.59	15.82	16.07	16.32	16.58	16.83	17.08	17.34	17.61	17.87	18.14
KAPE1	K07	13.79	14.00	14.22	14.45	14.67	14.89	15.11	15.35	15.59	15.82	16.07	16.32	16.58	16.83	17.08	17.34	17.61	17.87	18.14	18.42	18.71
KAPE1	K08	14.18	14.41	14.63	14.85	15.07	15.30	15.54	15.77	16.00	16.26	16.52	16.77	17.02	17.28	17.55	17.81	18.07	18.35	18.64	18.92	19.20
KAPE1	K09	14.64	14.86	15.08	15.31	15.55	15.78	16.02	16.28	16.54	16.79	17.04	17.30	17.57	17.83	18.09	18.37	18.66	18.94	19.22	19.53	19.82
KAPE2	K10	15.07	15.30	15.54	15.77	16.00	16.26	16.52	16.77	17.02	17.28	17.55	17.81	18.07	18.35	18.64	18.92	19.20	19.51	19.80	20.10	20.41
KAPE2	K11	15.53	15.76	15.99	16.25	16.51	16.76	17.01	17.27	17.54	17.80	18.06	18.34	18.63	18.91	19.19	19.49	19.78	20.08	20.39	20.71	21.02
KAPE2	K12	15.97	16.23	16.49	16.74	16.99	17.25	17.52	17.78	18.04	18.32	18.61	18.89	19.17	19.47	19.76	20.05	20.37	20.69	21.00	21.32	21.65
KAPE2	K13	16.49	16.74	16.99	17.25	17.52	17.78	18.04	18.32	18.61	18.89	19.17	19.47	19.76	20.05	20.37	20.69	21.00	21.32	21.65	21.97	22.31
KAPE2	K14	16.98	17.24	17.51	17.77	18.03	18.31	18.60	18.88	19.16	19.46	19.75	20.04	20.36	20.68	20.99	21.31	21.64	21.96	22.30	22.65	22.99
KAPE2	K15	17.49	17.75	18.01	18.29	18.58	18.86	19.14	19.43	19.73	20.02	20.34	20.66	20.97	21.29	21.62	21.94	22.26	22.61	22.95	23.29	23.65
KAPE2	K16	18.00	18.28	18.57	18.85	19.13	19.42	19.72	20.01	20.33	20.65	20.96	21.27	21.61	21.93	22.25	22.60	22.94	23.28	23.64	23.99	24.36
KAPE2	K17	18.56	18.84	19.12	19.41	19.71	20.00	20.32	20.64	20.95	21.26	21.60	21.92	22.24	22.59	22.93	23.27	23.63	23.98	24.35	24.73	25.10
KAPE2	K18	19.11	19.40	19.70	19.99	20.31	20.63	20.94	21.25	21.58	21.90	22.22	22.57	22.91	23.25	23.61	23.96	24.33	24.71	25.08	25.46	25.85
KAPE3	K19	19.69	19.98	20.30	20.62	20.93	21.24	21.57	21.89	22.21	22.56	22.90	23.24	23.60	23.95	24.31	24.69	25.06	25.44	25.83	26.21	26.62
KAPE3	K20	20.28	20.60	20.91	21.22	21.55	21.87	22.19	22.54	22.88	23.22	23.58	23.93	24.29	24.67	25.04	25.42	25.81	26.19	26.59	27.00	27.41
KAPE3	K21	20.91	21.22	21.55	21.87	22.19	22.54	22.88	23.22	23.58	23.93	24.29	24.67	25.04	25.42	25.81	26.19	26.59	27.00	27.41	27.82	28.24
KAPE3	K22	21.54	21.86	22.18	22.53	22.87	23.21	23.57	23.92	24.28	24.66	25.03	25.41	25.80	26.18	26.58	26.99	27.40	27.81	28.23	28.67	29.10
KAPE3	K23	22.17	22.51	22.86	23.20	23.56	23.91	24.27	24.65	25.02	25.40	25.79	26.17	26.57	26.98	27.39	27.80	28.22	28.65	29.09	29.53	29.98
KAPE3	K24	22.85	23.19	23.55	23.90	24.26	24.64	25.01	25.39	25.78	26.16	26.56	26.97	27.38	27.79	28.21	28.64	29.08	29.52	29.97	30.42	30.89
KAPE3	K25	23.53	23.89	24.25	24.63	25.00	25.38	25.77	26.15	26.55	26.96	27.37	27.78	28.20	28.63	29.07	29.51	29.96	30.41	30.88	31.34	31.82
KAPE3	K26	24.23	24.61	24.98	25.36	25.74	26.12	26.52	26.93	27.33	27.75	28.17	28.60	29.04	29.48	29.92	30.36	30.83	31.29	31.77	32.25	32.74
KAPE3	K27	24.99	25.37	25.75	26.13	26.53	26.94	27.34	27.76	28.18	28.61	29.05	29.49	29.94	30.38	30.85	31.31	31.79	32.27	32.77	33.26	33.76
KAPE4	K28	25.74	26.12	26.52	26.93	27.33	27.75	28.17	28.60	29.04	29.48	29.92	30.36	30.83	31.29	31.77	32.25	32.74	33.24	33.74	34.25	34.76
KAPE4	K29	26.51	26.92	27.32	27.74	28.16	28.59	29.03	29.47	29.91	30.35	30.82	31.28	31.76	32.24	32.73	33.23	33.73	34.24	34.75	35.28	35.82
KAPE4	K30	27.30	27.72	28.14	28.57	29.01	29.45	29.89	30.33	30.80	31.26	31.74	32.22	32.70	33.20	33.70	34.21	34.72	35.25	35.78	36.33	36.88
KAPE4	K31	28.14	28.57	29.01	29.45	29.89	30.33	30.80	31.26	31.74	32.22	32.70	33.20	33.70	34.21	34.72	35.25	35.78	36.33	36.88	37.43	38.00
KAPE4	K32	28.99	29.43	29.87	30.31	30.78	31.24	31.71	32.20	32.68	33.18	33.68	34.19	34.70	35.23	35.76	36.31	36.86	37.41	37.98	38.55	39.14
KAPE4	K33	29.87	30.31	30.78	31.24	31.71	32.20	32.68	33.18	33.68	34.19	34.70	35.23	35.76	36.31	36.86	37.41	37.98	38.55	39.14	39.73	40.33
KAPE4	K34	30.76	31.22	31.69	32.18	32.66	33.16	33.66	34.17	34.68	35.21	35.74	36.29	36.83	37.39	37.96	38.53	39.12	39.71	40.31	40.91	41.54
KAPE4	K35	31.69	32.18	32.66	33.16	33.66	34.17	34.68	35.21	35.74	36.29	36.83	37.39	37.96	38.53	39.12	39.71	40.31	40.91	41.54	42.16	42.79
KAPE4	K36	32.64	33.14	33.64	34.15	34.66	35.19	35.72	36.27	36.81	37.37	37.94	38.51	39.10	39.69	40.29	40.89	41.51	42.14	42.77	43.42	44.08
KAPE5	K37	33.64	34.15	34.66	35.19	35.72	36.27	36.81	37.37	37.94	38.51	39.10	39.69	40.29	40.89	41.51	42.14	42.77	43.42	44.08	44.75	45.43
KAPE5	K38	34.63	35.16	35.69	36.24	36.78	37.34	37.91	38.47	39.06	39.65	40.25	40.85	41.47	42.10	42.73	43.38	44.04	44.71	45.39	46.08	46.77
KAPE5	K39	35.68	36.23	36.77	37.33	37.90	38.46	39.05	39.64	40.24	40.84	41.46	42.09	42.72	43.37	44.03	44.70	45.38	46.07	46.76	47.47	48.20
KAPE5	K40	36.76	37.32	37.89	38.45	39.04	39.63	40.23	40.83	41.45	42.08	42.71	43.36	44.02	44.69	45.37	46.06	46.75	47.46	48.19	48.91	49.66

AFT

2022 Pay Matrix

1.00% Increase from 2021

Schedule	Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
KAPE1	K01	11.65	11.82	12.00	12.20	12.39	12.59	12.78	12.97	13.17	13.37	13.58	13.78	13.98	14.20	14.42	14.65	14.87	15.09	15.32	15.57	15.80
KAPE1	K02	11.99	12.19	12.38	12.58	12.77	12.96	13.16	13.36	13.57	13.77	13.97	14.19	14.41	14.64	14.86	15.08	15.31	15.56	15.79	16.02	16.28
KAPE1	K03	12.37	12.57	12.76	12.95	13.15	13.35	13.56	13.76	13.96	14.18	14.40	14.63	14.85	15.07	15.30	15.55	15.78	16.01	16.27	16.52	16.78
KAPE1	K04	12.75	12.94	13.13	13.34	13.55	13.75	13.95	14.17	14.39	14.62	14.84	15.06	15.29	15.54	15.77	16.00	16.26	16.51	16.77	17.02	17.28
KAPE1	K05	13.12	13.33	13.54	13.74	13.94	14.16	14.38	14.61	14.83	15.05	15.28	15.53	15.76	15.99	16.25	16.50	16.76	17.01	17.27	17.53	17.80
KAPE1	K06	13.53	13.73	13.93	14.14	14.37	14.60	14.82	15.04	15.27	15.51	15.75	15.98	16.24	16.49	16.75	17.00	17.26	17.52	17.79	18.05	18.33
KAPE1	K07	13.93	14.14	14.37	14.60	14.82	15.04	15.27	15.51	15.75	15.98	16.24	16.49	16.75	17.00	17.26	17.52	17.79	18.05	18.33	18.61	18.90
KAPE1	K08	14.33	14.56	14.78	15.00	15.23	15.46	15.70	15.93	16.16	16.43	16.69	16.94	17.20	17.46	17.73	17.99	18.26	18.54	18.83	19.11	19.40
KAPE1	K09	14.79	15.01	15.24	15.47	15.71	15.94	16.19	16.45	16.71	16.96	17.22	17.48	17.75	18.01	18.28	18.56	18.85	19.13	19.42	19.73	20.02
KAPE2	K10	15.23	15.46	15.70	15.93	16.16	16.43	16.69	16.94	17.20	17.46	17.73	17.99	18.26	18.54	18.83	19.11	19.40	19.71	20.00	20.31	20.62
KAPE2	K11	15.69	15.92	16.15	16.42	16.68	16.93	17.19	17.45	17.72	17.98	18.25	18.53	18.82	19.10	19.39	19.69	19.98	20.29	20.60	20.92	21.24
KAPE2	K12	16.13	16.40	16.66	16.91	17.16	17.43	17.70	17.96	18.23	18.51	18.80	19.08	19.37	19.67	19.96	20.26	20.58	20.90	21.21	21.54	21.87
KAPE2	K13	16.66	16.91	17.16	17.43	17.70	17.96	18.23	18.51	18.80	19.08	19.37	19.67	19.96	20.26	20.58	20.90	21.21	21.54	21.87	22.19	22.54
KAPE2	K14	17.15	17.42	17.69	17.95	18.22	18.50	18.79	19.07	19.36	19.66	19.95	20.25	20.57	20.89	21.20	21.53	21.86	22.18	22.53	22.88	23.22
KAPE2	K15	17.67	17.93	18.20	18.48	18.77	19.05	19.34	19.63	19.93	20.23	20.55	20.87	21.18	21.51	21.84	22.16	22.49	22.84	23.18	23.53	23.89
KAPE2	K16	18.18	18.47	18.76	19.04	19.33	19.62	19.92	20.22	20.54	20.86	21.17	21.49	21.83	22.15	22.48	22.83	23.17	23.52	23.88	24.23	24.61
KAPE2	K17	18.75	19.03	19.32	19.61	19.91	20.20	20.53	20.85	21.16	21.48	21.82	22.14	22.47	22.82	23.16	23.51	23.87	24.22	24.60	24.98	25.36
KAPE2	K18	19.31	19.60	19.90	20.19	20.52	20.84	21.15	21.47	21.80	22.12	22.45	22.80	23.14	23.49	23.85	24.20	24.58	24.96	25.34	25.72	26.11
KAPE3	K19	19.89	20.18	20.51	20.83	21.14	21.46	21.79	22.11	22.44	22.79	23.13	23.48	23.84	24.19	24.56	24.94	25.32	25.70	26.09	26.48	26.89
KAPE3	K20	20.49	20.81	21.12	21.44	21.77	22.09	22.42	22.77	23.11	23.46	23.82	24.17	24.54	24.92	25.30	25.68	26.07	26.46	26.86	27.27	27.69
KAPE3	K21	21.12	21.44	21.77	22.09	22.42	22.77	23.11	23.46	23.82	24.17	24.54	24.92	25.30	25.68	26.07	26.46	26.86	27.27	27.69	28.10	28.53
KAPE3	K22	21.76	22.08	22.41	22.76	23.10	23.45	23.81	24.16	24.53	24.91	25.29	25.67	26.06	26.45	26.85	27.26	27.68	28.09	28.52	28.96	29.40
KAPE3	K23	22.40	22.74	23.09	23.44	23.80	24.15	24.52	24.90	25.28	25.66	26.05	26.44	26.84	27.25	27.67	28.08	28.51	28.94	29.39	29.83	30.28
KAPE3	K24	23.08	23.43	23.79	24.14	24.51	24.89	25.27	25.65	26.04	26.43	26.83	27.24	27.66	28.07	28.50	28.93	29.38	29.82	30.27	30.73	31.20
KAPE3	K25	23.77	24.13	24.50	24.88	25.25	25.64	26.03	26.42	26.82	27.23	27.65	28.06	28.49	28.92	29.37	29.81	30.26	30.72	31.19	31.66	32.14
KAPE3	K26	24.48	24.86	25.23	25.62	26.00	26.39	26.79	27.20	27.61	28.03	28.46	28.89	29.34	29.78	30.22	30.67	31.14	31.61	32.09	32.58	33.07
KAPE3	K27	25.24	25.63	26.01	26.40	26.80	27.21	27.62	28.04	28.47	28.90	29.35	29.79	30.24	30.69	31.16	31.63	32.11	32.60	33.10	33.60	34.10
KAPE4	K28	26.00	26.39	26.79	27.20	27.61	28.03	28.46	28.89	29.34	29.78	30.22	30.67	31.14	31.61	32.09	32.58	33.07	33.58	34.08	34.60	35.11
KAPE4	K29	26.78	27.19	27.60	28.02	28.45	28.88	29.33	29.77	30.21	30.66	31.13	31.60	32.08	32.57	33.06	33.57	34.07	34.59	35.10	35.64	36.18
KAPE4	K30	27.58	28.00	28.43	28.86	29.31	29.75	30.19	30.64	31.11	31.58	32.06	32.55	33.03	33.54	34.04	34.56	35.07	35.61	36.14	36.70	37.25
KAPE4	K31	28.43	28.86	29.31	29.75	30.19	30.64	31.11	31.58	32.06	32.55	33.03	33.54	34.04	34.56	35.07	35.61	36.14	36.70	37.25	37.81	38.38
KAPE4	K32	29.28	29.73	30.17	30.62	31.09	31.56	32.03	32.53	33.01	33.52	34.02	34.54	35.05	35.59	36.12	36.68	37.23	37.79	38.36	38.94	39.54
KAPE4	K33	30.17	30.62	31.09	31.56	32.03	32.53	33.01	33.52	34.02	34.54	35.05	35.59	36.12	36.68	37.23	37.79	38.36	38.94	39.54	40.13	40.74
KAPE4	K34	31.07	31.54	32.01	32.51	32.99	33.50	34.00	34.52	35.03	35.57	36.10	36.66	37.20	37.77	38.34	38.92	39.52	40.11	40.72	41.32	41.96
KAPE4	K35	32.01	32.51	32.99	33.50	34.00	34.52	35.03	35.57	36.10	36.66	37.20	37.77	38.34	38.92	39.52	40.11	40.72	41.32	41.96	42.59	43.22
KAPE4	K36	32.97	33.48	33.98	34.50	35.01	35.55	36.08	36.64	37.18	37.75	38.32	38.90	39.50	40.09	40.70	41.30	41.93	42.57	43.20	43.86	44.53
KAPE5	K37	33.98	34.50	35.01	35.55	36.08	36.64	37.18	37.75	38.32	38.90	39.50	40.09	40.70	41.30	41.93	42.57	43.20	43.86	44.53	45.20	45.89
KAPE5	K38	34.98	35.52	36.05	36.61	37.15	37.72	38.29	38.86	39.46	40.05	40.66	41.26	41.89	42.53	43.16	43.82	44.49	45.16	45.85	46.55	47.24
KAPE5	K39	36.04	36.60	37.14	37.71	38.28	38.85	39.45	40.04	40.65	41.25	41.88	42.52	43.15	43.81	44.48	45.15	45.84	46.54	47.23	47.95	48.69
KAPE5	K40	37.13	37.70	38.27	38.84	39.44	40.03	40.64	41.24	41.87	42.51	43.14	43.80	44.47	45.14	45.83	46.53	47.22	47.94	48.68	49.40	50.16

Appendix B

AFT Classification and Grade List

CLASSIFICATION	GRADE
ACCOUNTING SPECIALIST I	K15
AIRCRAFT MECHANIC I	NA
AIRCRAFT MECHANIC II	K26
ANIMAL CONTROL OFFICER	K10
AQUATICS SPECIALIST	K19
ARBORIST I	K10
ARBORIST II	K14
ARBORIST III	K18
ASSOCIATE PLANNER	K18
BIOLOGIST	K22
CARPENTER	K17
CHEMIST	K21
CIVIL RIGHTS INVESTIGATOR	K18
COMMUNITY RESOURCE SPECIALIST	K18
COMPLIANCE INSPECTOR I	K16
COMPUTER OPERATOR	K28
COURIER/BLDG ATTENDANT	K03
COURT CLERK I	K10
COURT CLERK II	K14
ECONOMICS DEVELOPMENT SPECIALIST	K26
EDUCATION SPECIALIST	K18
ELECTRICIAN	K25
ELECTRONICS TECHNICIAN I	K16
ELECTRONICS TECHNICIAN II	K20
ENGINEERING TECHNICIAN I	K14
ENGINEERING TECHNICIAN II	K19
ENVIRONMENTAL TECHNICIAN I	K20
ENVIRONMENTAL TECHNICIAN II	K25
EQUIPMENT OPERATOR I	K08
EQUIPMENT OPERATOR II	K12
EQUIPMENT OPERATOR III	K15
EROSION CONTROL INSPECTOR I	K14
EROSION CONTROL INSPECTOR II	K18
GIS ANALYST	K21
GIS TECHNICIAN	K16
GRANTWRITER	K16
HORTICULTURIST	K17
HQS INSPECTOR	K15
HUMAN RELATIONS SPECIALIST	K18
HVAC SPECIALIST	K15

CLASSIFICATION	GRADE
INVENTORY SPECIALIST	K09
LABORATORY TECHNICIAN	K14
MAINTENANCE WORKER I	K03
MAINTENANCE WORKER II	K08
MAINTENANCE WORKER III	K12
MASTER MECHANIC	K18
MECHANIC I	K14
MECHANIC II	K16
NETWORK ENGINEER	K28
OFFICE ASSISTANT I	K04
OFFICE ASSISTANT II	K07
OFFICE ASSISTANT III	K12
PARKING CONTROL OFFICER I	K08
PARKING CONTROL OFFICER II	K10
PLANNER I	K21
PLANNER II	K28
PLUMBER	K22
POLICE RECORDS CLERK	K10
PROBATION OFFICER I	K16
PROCUREMENT OFFICER I	K18
PROCUREMENT OFFICER II	K24
PROPERTY MAINT INSPECTOR I	K13
PROPERTY MAINT INSPECTOR II	K16
PROPERTY MAINT INSPECTOR III	K22
REAL ESTATE OFFICER	K27
RECREATION SPECIALIST I	K06
RECREATION SPECIALIST II	K19
REHABILITATION SPECIALIST I	K22
SAFETY SPECIALIST	K22
SECURITY MONITOR	K03
SENIOR ANIMAL CONTROL OFFICER	K14
SENIOR ZOO KEEPER	K17
SYSTEM DEVELOPER I	K22
SYSTEM DEVELOPER II	K28
USER SYSTEM CONSULTANT	K23
WELDER	K11
ZOO COMMISSARY SPECIALIST	K06
ZOO KEEPER	K10
ZOO VET TECHNICIAN	K12



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Corrie Wright, Division Director of Housing Services
DOCUMENT #:
SECOND PARTY/SUBJECT: Special Alcohol Grant Fund
PROJECT #:
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 10-06-20.
JOURNAL #:
PAGE #:

DOCUMENT DESCRIPTION:

APPROVAL of funding recommendations by the Alcohol and Drug Abuse Advisory Council in the amount of \$620,000 for the 2021 Special Alcohol Fund.

Voting Requirement: At least six (6) votes of the Governing Body is required.

(State statute requires that one-third of the proceeds be deposited in the City's special alcohol and drug program fund and it is required to be allocated to alcohol and drug programs.)

VOTING REQUIREMENTS:

At least six (6) votes of the Governing Body is required.

POLICY ISSUE:

The recommended amount is based on the projected Liquor Tax collected by the State and required to be allocated to alcohol and drug programs.

STAFF RECOMMENDATION:

Staff recommends the Governing Body move to approve the recommendations by the Alcohol and Drug Abuse Advisory Council in the amount of \$620,000.

BACKGROUND:

The City receives the liquor tax collected by the State of Kansas. State statute requires that one-third of the proceeds be deposited in the City's special alcohol and drug program fund. Those funds can be used only for "the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is

alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers."

The review team is recommending the following amounts for 2021:

- PARS (Prevention Programs) \$173,000
- PARS (Evaluation & Intervention) \$58,183
- Valeo (Social Detox Program) \$297,775
- Third Judicial District (Drug Court Program) \$55,500
- Kansas Children Service League (Successful Connections Drug Endangered Child Program) \$14,000
- Rollover - Mini-grants, capital improvements \$21,542

BUDGETARY IMPACT:

\$620,000 will be expended from the Special Alcohol Program Fund in 2021.

SOURCE OF FUNDING:

Liquor Tax collected by the State and allocated to the City for the purpose of awarding grants to alcohol and drug programs.

ATTACHMENTS:

Description

2021 Special Alcohol and Drug Recommendation

**Topeka-Shawnee County Alcohol-Drug Abuse Advisory Council's
2021 Recommendations for 2021 City of Topeka Special Alcohol and Drug
Program Grant Requests
Total funds projected: \$620,000**

The Topeka-Shawnee County Alcohol-Drug Abuse Advisory Council recommends the following programs for funding from 2021 City of Topeka Special Alcohol-Drug (liquor-by-the-drink) Program tax funds as authorized in State of Kansas Statute-K.S.A. Chapter 79, Article 41a and K.A.R. Agency 92, Article 42:

"Moneys in the special alcohol and drug programs fund shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principle purpose is alcoholism and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers. In any county in which there has been organized an alcohol and drug advisory committee, the board of county commissioners shall request and obtain, prior to making an expenditures from the special alcohol and drug programs fund, the recommendations of the advisory committee concerning such expenditure."

The following programs meet the "principal purpose" criteria for funding as stated and also use the Institute of Medicine's core strategies and/or programs and strategies that are represented in the National Registry of Evidence-Based Programs.

City of Topeka - \$620,000 Available					
Agency	Program	2019 Funded	2020 Funded	2021 Requested	Review Committee Recommendation
Boys & Girls Club	Smart Moves Logan Center	8,500	Did not apply	Did not apply	0
Boys & Girls Club	Smart Moves Teen Center	10,000	11,000	Did not apply	0
PARS	Prevention Programs	171,438	173,000	173,000	\$173,000
PARS	Eval & Intervention	55,243	58,183	58,183	\$58,183
Third Judicial	Drug Treatment Court	30,000	43,000	43,000	\$55,500
KCSL	Drug Endangered Child	12,382	14,000	14,000	\$14,000
VALEO	Social Detox	282,437	285,275	285,275	\$297,775
ADAAC/Rollover	Mini Grants, Capital Improvements & Grant Workshop	0	41,542		\$21,542
TOTAL		570,000	626,000	573,458	\$620,000

**Program Name: Prevention and Recovery Services (PARS) Community
Prevention Program**

The Substance Abuse Prevention Program at PARS is comprised of a variety of strategies designed to decrease substance abuse among area youth. Services are provided to youth, families, and the community at-large using a multi-faceted approach. PARS uses the Institute of Medicine's Behavioral Health Continuum of Care model for overall program operation

Agency	Program	2019 Funded	2020 Funded	2021 Request	ADAAC Recommendation
PARS	Community Prevention Program	\$171,000	\$171,438	\$173,000	\$173,000

Program Name: Prevention and Recovery Services (PARS) Substance Abuse Evaluation & Intervention Program

PARS provides substance abuse evaluation services for youth and adults. A Spanish interpreter is also provided for Spanish-speaking parties. Most youth who access this service are referred to PARS because of a violation of school policy concerning use of substances on campus. PARS has had a long-standing partnership with all public Shawnee County Schools and a few private schools to provide evaluations free of charge. I

Agency	Program	2019 Funded	2020 Funded	2021 Request	ADAAC Recommendation
PARS	Evaluation & Intervention	\$51,300	\$55,243	\$58,183	\$58,183

Program Name: 3rd Judicial District's Drug Treatment Court

Drug Treatment Court is a "Specialty Court" program that combines problem-solving court sessions, intensive community supervision, and personalized treatment into a public health approach towards helping high-risk, substance-using offenders.

The goals and directives of Drug Treatment Court are as follows:

- To improve the efficiency of the criminal justice system for drug addicted offenders
- To reduce substance use and negative effects of co-occurring disorders
- To increase law-abiding behavior and reduce recidivism within our community
- Promote effective use of community resources and increase pro-social involvement

Agency	Program	2019 Funded	2020 Funded	2021 Request	ADAAC Recommendation
3 rd Judicial District	Drug Treatment Court	\$27,450	\$30,000	\$43,000	\$43,000

Program Name: Kansas Children's Service League's - Drug Endangered Children (DEC) Case Management

This program proposes serving 50 families in Shawnee County during 2021. This program is based on evidence regarding the importance of home visitation and strengths based work with people using substances. KCSL's DEC program includes early identification of substance using parents and intensive support to families facing multiple challenges with the goals to 1) prevent child maltreatment, 2) engage the parent into substance abuse assessment and treatment services, 3) provide recovery support and 4) increase positive parenting skills and parent-child interactions. This is accomplished through weekly home visits, individualized service plans and education about their responsibility as a parent and the impact substance use can have on their ability to be an effective parent.

Agency	Program	2019 Funded	2020 Funded	2021 Request	ADAAC Recommendation
Ks Children's Service League	Drug Endangered Child	\$12,300	\$12,382	\$14,000	\$14,000

Program Name: VALEO Recovery Center (VRC) Social Detoxification Program

Social Detox is a safe, non-medical, therapeutic environment for acute withdrawal from substance use. The goals of Social Detox are to 1) provide timely access for persons in need of Social Detox services; 2) to facilitate successful completion of the detoxification process, which includes reduction of symptoms associated with withdrawal from substance use and completion of a clinical assessment of treatment needs, and 3) to transfer clients to appropriate treatment modalities based on the assessment and determination of need for care.

Social Detox is an unduplicated service in this community which has been in continuous operation for approximately 38 years. The average length of stay in Social Detox ranges from 24 hours to six days. Social Detox is a service that is provided 24 hours per day, seven days per week, to include weekends and holidays.

Agency	Program	2019 Funded	2020 Funded	2021 Request	ADAAC Recommendation
VALEO	Social Detox	\$258,430	\$282,437	\$285,275	\$285,275

Program Name: ADACC – Mini Grants, Capital Improvements

Available City of Topeka funds for 2021 is estimated to be \$620,000. With an excess of \$21,542 dollars more than what was requested. \$21,542 is to be rolled over to be made available for Recovery Month Mini-Grants (\$6,000), Capital Improvement Grants (\$11,500). Prevention and Recovery Services has agreed to serve as the fiscal agent for distribution of the \$21,542 and fiscal agent fee of 4,042.



City of Topeka
Council Action Form
Council Chambers
214 SE 8th Street
Topeka, Kansas 66603
www.topeka.org
October 13, 2020

DATE: October 13, 2020
CONTACT PERSON: Jessica Lamendola, Director of Administrative and Financial Services DOCUMENT #:
SECOND PARTY/SUBJECT: Topeka Zoo PROJECT #: Governance - Financial Approach
CATEGORY/SUBCATEGORY 006 Communication / 005 Other
CIP PROJECT: No
ACTION OF COUNCIL: Discussion 06-04-19. JOURNAL #: Discussion 12-03-19.
Discussion 03-03-20.
Discussion 10-06-20.
PAGE #:

DOCUMENT DESCRIPTION:

DISCUSSION on the financial approach of transitioning the operation of the Topeka Zoo to Friends of the Topeka Zoo (FOTZ) through a Public Private Partnership.

VOTING REQUIREMENTS:

Discussion Only. No action required by the Governing Body.

POLICY ISSUE:

Determine whether to move forward with discussions related to entering into a Public Private Partnership with Friends of the Topeka Zoo (FOTZ) to manage the Topeka Zoo in accordance with terms and conditions set out in a corresponding License and Management Agreement.

STAFF RECOMMENDATION:

Based on feedback from the Governing Body, staff will present at the October 20, 2020, Governing Body Meeting an updated Article 8 and Article 9 from the Draft License and Management Agreement.

BACKGROUND:

This item is a continuance of the Zoo Governance discussion related to transitioning the operation of the Topeka Zoo to Friends of the Topeka Zoo through a Public Private Partnership, with specific focus on associated

financial matters.

Staff will review the financial components of a license and management fee, framing the discussion around a license and management fee that has neutral impact to the 2021 General Fund Budget.

BUDGETARY IMPACT:

The budgetary impact is undetermined at this time.

SOURCE OF FUNDING:

Not applicable.

ATTACHMENTS:

Description

Executive Summary - Topeka Zoo Financial Approach

Presentation

October 6, 2020 GB Meeting Packet



CITY OF TOPEKA

Topeka Zoo & Conservation Center
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EXECUTIVE SUMMARY TOPEKA ZOO GOVERNANCE DISCUSSION – Financial Matters

Objective: To obtain direction from the Governing Body on the appropriate License and Management Fee to propose to Friends of the Topeka Zoo (FOTZ), in conjunction with the formation of a Public Private Partnership between the City and FOTZ, for the purpose of allowing operational enhancements at the Topeka Zoo and Conservation Center (the Zoo) to occur.

Background: On three separate occasions over the past ten years, FOTZ has engaged Zoo Advisors to consult on the formation of a Public Private Partnership. Zoo Advisors has worked with both FOTZ and City staff. Previous FOTZ and Zoo budgets have been studied and benchmarked against other similar-sized zoos. Information gathered during the consultations was used to generate a five year forecast. All models use a License and Management Fee as the foundation of the budgets.

Purpose of the Non-action Item: The purpose of this Non-Action Item is to generate a better understanding of the purpose of the License and Management Fee associated with the proposed Public Private Partnership, available methods of funding a License and Management Fee and the methodology behind the amount of the License and Management Fee.

Next Step: Based on feedback received from the Governing Body, staff will present incorporate language into the proposed License and Management Agreement between FOTZ and the City for further consideration at the October 20th Governing Body Meeting.

Zoo Governance

Creating a Public Private Partnership – The Financial Matters

Topeka City Council Meeting – 13 October 2020

Purpose of Discussion Item

To obtain direction from the Governing Body on the appropriate License and Management Fee to propose to FOTZ, in conjunction with the formation of a Public Private Partnership between the City and FOTZ, which would allow for operational enhancements at the Topeka Zoo into the future.

Components of a License and Management Fee

- Operating Support – The Operating Support addresses the annual operating needs of the Zoo. These have traditionally been funded through the annual funding appropriation from the City's Operating Budget and revenue generated on-site to support annual budgetary needs.
- Infrastructure Support – The Zoo's Infrastructure Support has traditionally been addressed through the City's Capital Improvement Budget and Capital Improvement Plan (CIB/CIP). (Infrastructure Support is addressed on the following three slides.)

Capital Maintenance vs. Capital Improvement

For the purpose of this presentation, the City's Infrastructure Maintenance needs are broken down into the following two categories:

- **Capital Maintenance** - maintenance on existing infrastructure performed to extend the life of the infrastructure. Examples include: roof replacements, HVAC equipment, plumbing, electrical, pathways, parking lots, and building envelopes etc.
- **Capital Improvement** - new infrastructure or projects. Examples include: Zoo Master Plan projects, new structures for seasonal exhibits, and experiences.

Capital Improvements

The Zoo Master Plan consists primarily of projects that replace or update existing infrastructure with new experiences. Each project is intended to eliminate deferred maintenance requirements.

- Funding sources, included in the CIB/CIP, for future Zoo Master Plan improvements currently include:
 - Private donations
 - Grants
 - Half-Cent Countywide Retailers Sales Tax

Leveraging Half-Cent Countywide Sales Tax for Zoo Capital Improvements

Project	Sales Tax	Donations/Grants	Project Cost
Camp Cowabunga	\$2,500,000	\$2,044,000	\$4,544,000
Kay McFarland Japanese Garden	\$1,250,000	\$5,750,000	\$7,000,000
Giraffe and Friends*	\$1,500,000	\$6,000,000	\$7,500,000
Utilities and Parking	<u>\$500,000</u>	<u>\$0</u>	<u>\$500,000</u>
Projected totals at end of 2022	\$5,750,000	\$13,794,000	\$19,544,000

* Denotes future estimate.

License Fee Examples

License Fee	Amt	Capital Maintenance	Accessibility/ Ticket Cost	Term	Structure	Pros	Cons
Zoo Advisors Model	Average mill levy allocation changes over 10 years starting at 2.5 mills then decreasing.	Accomplished by License Fee	Adult - \$7.75 Child - \$6.25 Senior - \$7.25	10 Years	Year 1 - 2.5 mills Year 2 - 2.375 mills Year 3 - 2.25 mills Year 4 - 2.125 mills Year 5 - and beyond - 2.0 mills	Based on best practice and benchmarking. Perpetuates success. Promotes growth and accomplishes capital maintenance. Supports current admission rates.	Fee is higher than current support in General Fund.
Neutral General Fund Impact Model	Flat mill rate for the entire contract - 1.56 mills.	Funding approved through CIB/CIP - FOTZ is contracted with to perform capital maintenance.	Adult - \$9.75 Child - \$8.25 Senior - \$9.25	10 Years	Flat over contract term. Fee increases if mill levy increases.	Fits within approved 2021 COT Budget.	Most likely requires an animal program reduction. Places higher burden on user through higher admission.
Negotiated Fee Model	2 mills flat for the contract term.	Negotiated CIB	Adult - \$8.75 Child - \$7.25 Senior - \$8.25	10 Years	Flat over contract term.	Admission rate may increase at a more gradual rate.	Fee is higher than current support in General Fund. May require an animal program reduction.

Neutral Impact General Fund Model

- Key Advantage: Fits within the approved 2021 COT General Fund Budget
- Like all the models, it offers the following:
 - Provides an opportunity to break a cycle.
 - Makes every level of the operation performance based.
 - Allows for enhanced private support.
- What it changes from the Zoo Advisors Model:
 - Removes contingency.
 - Slows staff growth.
 - Places additional burden on oversight and volunteers.
- Considers operational funding separate from capital maintenance.

Staff Objective

- Staff will revise the financial provisions contained within the proposed License and Management Agreement based upon feedback received during tonight's meeting. This language will describe the following:
 - Revenue Retention
 - Fees
 - Donations
 - License and Management Fee and Payment Schedule
 - Capital Maintenance and Capital Improvements
 - City Assistance with Additional Funding Sources
 - Transfer of Funds Received by City for FOTZ

Financial Language Contained within the Draft License and Management Agreement

Revenue, Fees and Donations

- Revenue Retention – Authorizes FOTZ to keep all revenue earned at the Topeka Zoo.
- Fees – Authorizes FOTZ to set fees for services it provides.
- Donations – Obligates FOTZ to raise funds to enhance the Topeka Zoo.

License and Management Fee and Payment Schedule

- License and Management Fee:

2021 Approved Zoo Expense Budget	\$2,687,269	
<u>less 2021 Approved Revenue Goal</u>	<u>\$847,522</u>	(Includes \$2 per ticket rate increase.)
License and Management Fee	\$1,839,747	
Cash Value of a COT Mill (estimated)	\$1,178,138	
License and Management Fee in Mils	1.562	

- Payment Schedule

- Establish payment schedule in inverse proportion to admission revenue bell curve.

Capital Maintenance - GO Bond CIP Support History

Project	Year	Cost
Animals and Man Roof Replacement	2010	\$89,504
Hippo Wall and KS Carnivore Roof	2011	\$170,402
Rainforest Roof Replacement	2011	\$1,012,187
Necropsy Room	2011	\$109,256
Security Fence Phase 1	2011	\$155,477
Animals and Man Boiler Replacement	2012	\$105,547
Quarantine Facility	2012	\$1,034,287
Rainforest AC Upgrade	2013	\$242,400
Security Fence Phase 2	2013	\$126,130
Pond Repair	2015	\$217,709
Greenhouse/Storage	2016	\$154,200
Digital X-Ray	2016	\$91,140
Fire Hydrant Install	2017	\$154,000
Zoo Parking Lot Resurfacing and Drainage	2018	\$416,079
Storm Drainage	2019	\$1,456,000
		\$5,534,318

Past average capital maintenance cost from the CIP is somewhere between \$338,226 and \$614,924 annually from 2010 - 2019.

The table to the left and the above figures are based on a “wait till it breaks then replace it” type of maintenance plan. Recent CIBs have supported a true maintenance plan designed to extend the life of infrastructure. It has an annual estimated cost of approximately \$632,625 per year.

Capital Maintenance

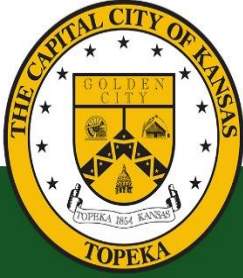
- The proposed budgets were prepared by the COT Facilities Department for Zoo Capital Maintenance:
 - 2021 – \$609,500
 - 2022 – \$595,500
 - 2023 – \$680,000
 - 2024 – \$645,500
- Based on guidance received during tonight's meeting, staff will formulate a proposal for review at the October 20th Governing Body Meeting.

Funding Assistance and Transfers

- Describes instances where the City may transfer funds to FOTZ. Examples of this may include:
 - A bequest left to the City for the benefit of the Zoo.
 - Public funding/grant that must flow through the City to the Zoo.
 - Half-Cent Countywide Sales Tax designated to a Zoo project.
- Describes a scenario where FOTZ may request funding assistance from the City. Examples of this may include:
 - FOTZ pursuing participation of a public funding source such as an extension of the Half-Cent Countywide Sales Tax.
 - FOTZ pursuing STAR Bonds to support a project.
 - FOTZ pursuing a Taxing Authority or Taxing District.

Next Steps

- October 20 – Personal Property / Insurance; Proposed License and Management Fee and Summary of License and Management Fee conversation with FOTZ.
- November 10 – City Employees
 - Overview of relevant language regarding Employee Services Agreement contained in proposed License and Management Agreement.
 - Executive Session - AFT Labor Agreement
- November 17 – Action Items
 - Approval of License and Management Agreement with FOTZ and Employee Services Agreement
 - Approval of AFT Working Agreement
- Around January 1 – Transition Begins



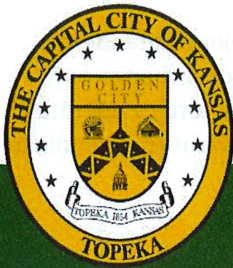
CITY OF **TOPEKA**

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Topeka Zoo Governance - Operations October 6, 2020 Agenda Packet Support Documents

- Executive Summary
- Presentation
- Excerpt of GB Meeting Minutes



CITY OF TOPEKA

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EXECUTIVE SUMMARY TOPEKA ZOO GOVERNANCE DISCUSSION

Objective: Create a governance model that allows for countywide public funding that promotes low cost admission, growth and an annual visitorship of 300,000 guests. The desired model would be similar to that of the Topeka Shawnee County Public Library or the Transit Authority. The first step in this process would be to shift the operation of the Topeka Zoo under Friends of the Topeka Zoo ("FOTZ") through a Public Private Partnership.

Background: Over the past thirty years, the Topeka Zoo has experienced cycles in which funding becomes strained followed by regulatory problems. Two previous cycles have resulted in consent agreements with the United States Department of Agriculture. The Topeka Zoo is currently operating in another one of these cycles.

During the last cycle, the City of Topeka requested a special inspection of the Topeka Zoo in 2009. One recommendation from the special inspection was to privatize the operation of the zoo through a public private partnership. Since the 1980's, privatizing the operation of publicly-owned zoos has become a zoo industry best practice.

Since 2013, City of Topeka funding for the Topeka Zoo began a trend of falling behind cost of business. To avoid past problems and keep available funding focused on critical areas, the City began outsourcing zoo functions to FOTZ. Examples of this include:

- 2013 - Food and beverage, admission and public area custodial services shifted to FOTZ.
- 2015 - FOTZ funds and employs the seasonal staff to work seasonal exhibits. These seasonal staff are FOTZ employees that report directly to City staff.
- 2018 - FOTZ began employing a full time educator to report directly to City staff as the City budget could no longer support the position in its temporary employee line. This fulltime educator reports directly to City staff.
- 2019 - FOTZ began employing camp counselors who report directly to City staff. While formerly volunteer/intern positions, new KDHE requirements makes them paid positions.

Why is now the right time to do this?

There is positive momentum at the Zoo. With the recent opening of two master plan projects, and funding for the third 80% in place, support of the zoo is at an all-time high. However, while we can grow infrastructure, we do not have a way to grow operations. Furthermore, we have already outsourced every possible function to FOTZ. If we don't change our model, we will need to change our product.

It would simplify operations if all employees were on the same team, rather than working under two separate organizations. This would allow all team members to have access to the appropriate tools to do their jobs and optimize fundraising efforts that would support all operations at the Zoo.

October 6, 2020

What if we don't?

Any further delays will make it more challenging each year for City staff to maintain minimum standards. Standards are always going to be enhanced. Costs are always going to increase. If we don't change our operating model, we need to begin the process of downsizing to a zoo that the City can afford to operate in accord these enhanced standards. This will require prioritizing which animal groups we want to maintain and which buildings we want to keep open.

What about the Pandemic?

COVID-19 has been a great exercise in disaster management. City staff at the Zoo know what the direct cost of every animal, every building and every program is at the Zoo and has gone through the exercise of priority reductions based on any given scenario. Furthermore, because FOTZ is a 501(c)(3), FOTZ had access to additional CARES Act funding that the City did not. FOTZ staff have not had to face reductions like City staff has. FOTZ is ready to assume the full operation of the Topeka Zoo and Conservation Center.

Zoo Governance

Creating a Public Private Partnership as the First Step in a Long-Term Plan.

Topeka City Council Meeting – 6 October 2020

Long-Term Objective

- Create a governance model that allows for countywide public funding that supports admission costs that ensure high accessibility that grows annual visitorship to at least 300,000 guests thereby securing a successful future for the Topeka Zoo and Conservation Center.

Long-term Plan Action Steps

1. COT shifts operational responsibility of the Zoo to Friends of Topeka Zoo (FOTZ) through a public private partnership.
2. FOTZ seeks support from the City Governing Body and County Commission for a long-term model.
3. FOTZ works with members of the Kansas Legislature to draft legislation creating a new countywide taxing district or authority, similar to the Topeka Shawnee County Public Library District or the Transit Authority.
4. Community determines whether to adopt or reject the proposed taxing district or authority through a public vote.
5. If community votes in favor, City Governing Body and County Commission appoint a Board to oversee the new district or authority.
6. If community does not vote in favor, the Public Private Partnership may become the long-term sustainable model.

Short-Term Objective:

Pursue a Public Private Partnership
as the first step in a long-term plan
that will preserve the integrity of
the Zoo

Public Private Partnership: Current Relevance

- Organizational mission will remain on hold as we decide whether or not we are an organization that is growing or shrinking.
- COT staff who work at the zoo will be doing so in a much less resource supported environment. To generate resources we have to rehome some key animals and not replace older key species after they die.
- Failure to change our model keeps the team of City staff and FOTZ staff divided and continues use of necessary resources on repetitive services.
- Current model is not sustainable for current zoo.
- “Bridge” to Long-Term Action Steps 2, 3 and 4 – FOTZ will take lead on pursuing legislation to create a taxing district or authority that would be submitted to the voters for approval.

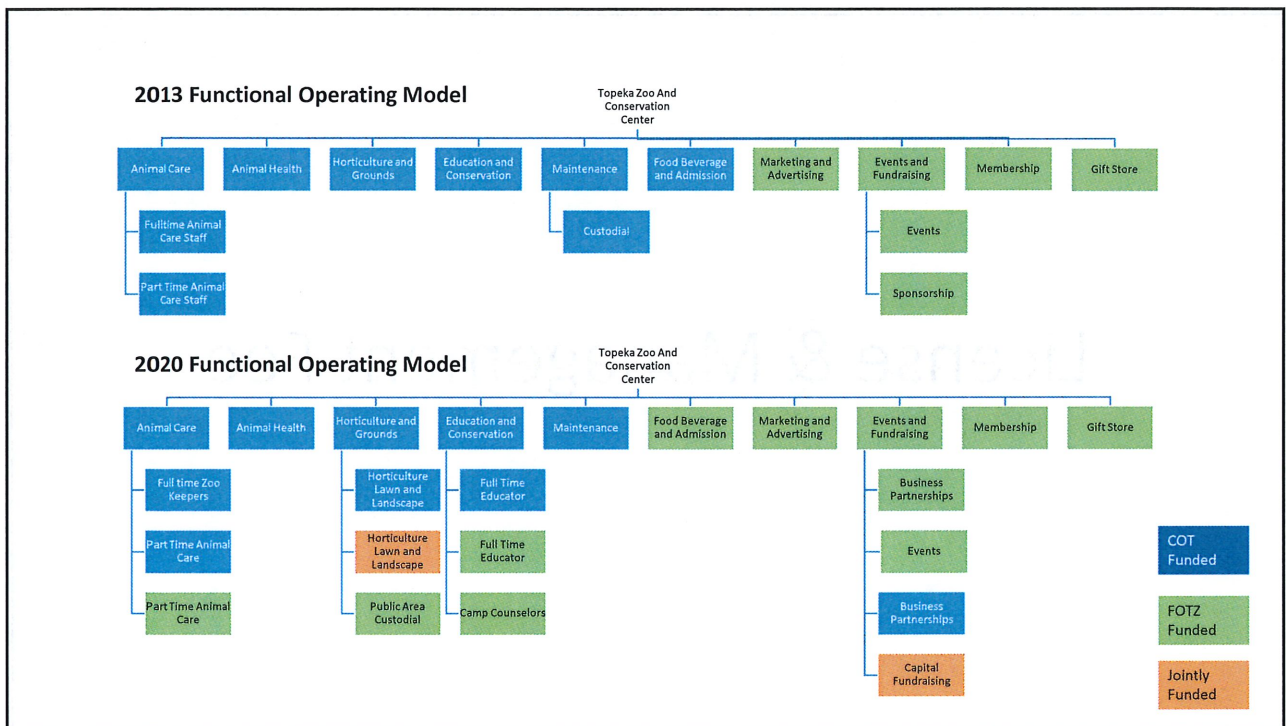
Public Private Partnership: Background

- If the governance change would have been adopted at the time it was originally recommended in 2009, adopting a model similar to the Library District or Transit Authority could have been the logical next step.
- However, at the time of the 2009 recommendation, too many systems were too broken for any type of governance shift to occur. We had to put things back together first.
- Along the way, we needed FOTZ to become engaged in zoo operations so that services the City was no longer able to afford could continue.
- We are now in a position to pursue a model that will allow operational employees of both organizations to work under one umbrella, as one team with less repetition of service.

Public Private Partnership: Current Status

- Eleven years into the process.
- Proposed license and management agreement has been drafted.
- Issues requiring further discussion:
 1. Determine license and management fee.
 2. Agree on plan for capital maintenance.
 3. Finalize employee matters – Come to an agreement with the union that represents some members of COT staff who work at the Zoo.
 4. Identify which entity will provide insurance (i.e. Who will insure what)?
 5. Finalize IT transition plan.

Status of Operational Shift to FOTZ



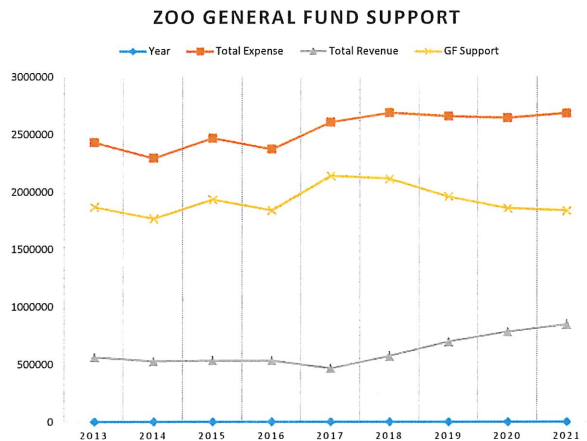
License & Management Fee

Financial Considerations:

- Accessibility – Established through Admission Rates.
- Operations – Has typically been supported through COT General Fund.
- Future Capital Improvement/Maintenance –
 - Capital Maintenance (Capital Funding to Maintain Existing Assets) – Has typically been supported through GO Bonds or to a limited degree, COT General Fund. Typically, capital maintenance is a function of a license or management fee.
 - Capital Improvements (Capital Funding for New Improvements and Projects)* – Future Improvements and projects will be funded through a combination of private funding secured through FOTZ and ½ Cent Countywide Retailers Sales Tax. Typically, capital improvements are not a function of a license or management fee.

* There may be a time when the COT wants to fund a Capital Improvement on or near Zoo property outside of the License or Management agreement. Examples of this may include funding a master plan or multipurpose infrastructure needs. This license or management fee/agreement does not prohibit that.

General Fund Operational Support - History



Year	Total Expense	Total Revenue	GF Support
2013	2,433,815	562,193	1,871,622
2014	2,297,439	526,763	1,770,676
2015	2,470,559	533,235	1,937,325
2016	2,375,174	533,335	1,841,839
2017	2,610,591	467,332	2,143,259
2018	2,691,853	574,506	2,117,347
2019	2,661,575	698,756	1,962,819
2020*	2,647,382	785,000	1,862,382
2021*	2,687,269	847,522	1,839,747

* 2020 and 2021 are budget amounts. All other years are actual expenditures and revenue.

GO Bond CIP Maintenance Support

Project	Year	Cost
Animals and Man Roof Replacement	2010	\$89,504
Hippo Wall and KS Carnivore Roof	2011	\$170,402
Rainforest Roof Replacement	2011	\$1,012,187
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Zoo Parking Lot Resurfacing and Drainage	2018	\$416,079
Storm Drainage	2019	\$1,456,000
		\$5,534,318

Average Capital Maintenance cost through the CIP is somewhere between \$338,226 and \$614,924 annually.

Current maintenance approach will be addressed in next week's presentation.

License Fee Examples

License Fee	Amt	Capital Maintenance	Accessibility/ Ticket Cost	Term	Structure	Pros	Cons
Zoo Advisors Model	2.25 mils flat or 2.125 mils average over 10 years starting at 2.5 mils then decreasing.	Accomplished by License Fee	Adult - \$7.75 Child - \$6.25 Senior - \$7.25	10 Years	Year 1 - 2.5 mils Year 2 - 2.375 mils Year 3 - 2.25 mils Year 4 - 2.125 mils Year 5 - and beyond - 2.0 mils	Based on best practice and benchmarking. Perpetuates success. Promotes growth and accomplishes capital maintenance. Supports current admission rates.	Fee is higher than current support in General Fund.
Neutral General Fund Impact Model	1.55 mils flat for the contract term.	Approved CIB - FOTZ is contracted with to perform capital maintenance.	Adult - \$9.75 Child - \$8.25 Senior - \$9.25	10 Years	Flat over contract term. Fee increases if mil levy increases	Fits within approved 2021 COT Budget.	Most likely requires an animal program reduction. Places higher burden on user through higher admission.
Negotiated Fee Model	2 mils flat for the contract term.	Negotiated CIB	Adult - \$8.75 Child - \$7.25 Senior - \$8.25	10 Years	Flat over contract term.	Admission rate can increase at a more gradual impact.	Fee is higher than current support in General Fund. May require an animal program reduction.

But... We are in a pandemic?

- COVID-19 has taught COT and FOTZ staffs how to engage and perform in crisis management situations.
- If either organization has to make pandemic-related future reductions, either organization can make them. We have developed the related data sets.
- If positioned as a non-profit, bounce back will be more rapid.

Proposed Timeline

- October 13 – Financial Matters
 - General Fund Neutral Model, Capital Maintenance, Contingency Planning
- October 20 – Property Ownership; Insurance; Proposed License Fee
 - Overview of applicable Articles 4, 5 and 15; 8 and 9
- November 10 – City Employees
 - Overview of Article 7 and Employee Services Agreement
 - Executive Session - AFT Labor Agreement
- November 17 – Action Items
 - Approval of License and Management Agreement with FOTZ and Employee Services Agreement
 - Approval of AFT Working Agreement
- Around January 1 – Transition Begins

Desired Feedback

- Over the next several meetings your guidance and feedback will be sought on the following items:
 - License and management fee amount, structure and term.
 - The future of Zoo capital maintenance.
 - Transition of personal property and property insurance.
 - Transition of some City staff to FOTZ employment.
 - Public engagement relating to a governance transition.
 - Contingency funding and planning.



CITY OF TOPEKA

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The following excerpt of minutes are from the June 4, 2019, December 3, 2019, and March 3, 2020, Governing Body Meetings regarding the operations of the Topeka Zoo.

CITY COUNCIL CHAMBERS, Topeka, Kansas, Tuesday, June 4, 2019. The Governing Body members of the City of Topeka met in regular session at 6:00 P.M., with the following Councilmembers present: Hiller, Clear, Ortiz, Emerson, Padilla, Jensen, Mays, Coen and Lesser -9. Mayor De La Isla presided -1.

The following is an excerpt of the minutes from the meeting of the Governing Body of the City of Topeka, Kansas held June 4, 2019, at 6:00 P.M.:

DISCUSSION on the governance of operations at the Topeka Zoo was presented.

Brendan Wiley, Topeka Zoo Director, gave a brief overview of evaluating Zoo governance through a Public Private Partnership including the typical partnership roles; money savings; history of similar partnerships at other zoos; successes and preventing failures; plans for long term success and the next steps. He distributed the Zoo Governance Discussion Supplemental Information (**Attachment A**) and commented on the City of Topeka Zoo Budget versus the Friends Of Topeka Zoo (FOTZ) Budget. He stated the City would work towards a suitable management fee and define what action would be needed from the Governing Body to plan for long term success. He noted staff has met with two stakeholders who are interested in two projects after the completion of Kay's Garden.

Councilmember Emerson spoke in support of the Zoo; however, he expressed concern with public perception of how a private partnership relates to civic pride. He asked if more monetary donations would be received if a private organization operated the Zoo.

Brendan Wiley stated the Zoo would not be "privatized" and the City would still maintain ownership; however, the private-public partnership would allow a different operating model.

Councilmember Ortiz complimented the Zoo and staff for continued improvements. She asked for clarification on what was being proposed and why. She noted there would be advantages in receiving grants only available to non-profit organizations. She asked if the partnership was approved, how the ongoing projects would be affected; what are the City's assets; and what would the partnership agreement entail. She thanked FOTZ for thinking outside the box and proposing a solid operational model for the Zoo.

Doug Gerber, Deputy City Manager, stated an agreement or plan has not yet been determined; however, if there was support from the Governing Body, City staff in collaboration with FOTZ will begin drafting an agreement to be considered by the Governing Body.

Brendan Wiley stated the typical private-public partnership organizational structure consists of one executive leader with all other positions remaining the same with the intent of providing better employment opportunities in the long term.

Councilmember Jensen requested all scenarios be reviewed with the intent of creating a good solid agreement to be reviewed by the Governing Body. He questioned how FOTZ plans to manage all costs associated with the Zoo as well as contingency funding.

Councilmember Padilla spoke in support of the concept. He requested the Governing Body be allowed to review as well as be fully briefed on the details of the agreement when drafted.

Mayor De La Isla spoke in support of Zoo leadership and staff. She expressed concern with ensuring the agreement includes all details, even during difficult financial times so the City would be safeguarded and the Zoo would continue to be successful.

Councilmember Hiller commended the Zoo and staff and stated the idea appeals to her; however, she has many questions about how it would be structured and what the agreement would include.

Councilmember Lesser asked for clarification if all Zoo employees would transition to FOTZ and how the changes would be structured. He asked Mr. Wiley to comment on his commitment to a private-public partnership.

Brendan Wiley stated all employees would eventually be transitioned to FOTZ and an organizational chart has not been discussed at this point in the process. He stated he believes a private-public partnership would support the Zoo's growth and provide a solid operational model for both the City and FOTZ.

Councilmember Mays left the room.

CITY COUNCIL CHAMBERS, Topeka, Kansas, Tuesday, December 3, 2019. The Governing Body members of the City of Topeka met in regular session at 6:00 P.M., with the following Councilmembers present: Hiller, Ortiz, Emerson, Padilla, Jensen, Dobler, Coen and Lesser -8. Deputy Mayor Clear presided -1. Absent: Mayor De La Isla -1.

The following is an excerpt of the minutes from the meeting of the Governing Body of the City of Topeka, Kansas held December 3, 2019, at 6:00 P.M.:

DISCUSSION on the governance of operations at the Topeka Zoo was presented.

Brent Trout, City Manager, stated the purpose of the discussion was to provide the Governing Body an update on the opportunity that exists to modify the current operational partnership between the City and Friends of the Topeka Zoo (FOTZ) and exploring a City agreement with a non-profit organization to manage the full operation of the Topeka Zoo.

Doug Gerber, Deputy City Manager, reported the City of Topeka currently operates the Topeka Zoo through a public-private partnership with FOTZ and in the fall of 2018, FOTZ retained a consultant to assist both organizations with evaluating the direction of the partnership and future governance of the Zoo. He stated the recommendation to evaluate the form of governance of the Topeka Zoo took place in 2009, and the topic has been discussed every two or three years since then. He reported the recent conversation was initiated due to the level of growth the Topeka Zoo continues to experience.

Brendan Wiley, Topeka Zoo Director, provided an overview of the timeline of events that led to the evaluation of Zoo operations. He spoke in support of the operational model they are working towards as it would provide relief to the general fund and allow the same people to perform the same duties. He reported the best practices transition has already begun and over the next five years, the new budget model would provide for more benefits; clarify fund raising parameters; provide clear direction for staff; and offer efficiencies in many other areas of operations. The timeline was as follows:

- 2009 - began working through compliance issues and recommendation to evaluate Zoo operations

- 2012 - consultant was hired to evaluate the form of governance of the Zoo
- 2013 - public-partnership was developed with FOTZ by transferring certain operations
- 2015- FOTZ began hiring employees
- 2016 - continue conversations with Zoo advisors in regards to what the Zoo operations model might look like
- 2019 - FOTZ hired part-time education staff and absorbed all expenses possible to relieve the general fund

Doug Gerber reported a Request for Quote (RFQ) for services was distributed across the nation and only one response was received from FOTZ; employment and compensation models for exiting employees along with a retirement model will be similar to the City's current employment model; and preliminary discussions have taken place with the AFT bargaining union. He stated they continue to develop asset lists and are requesting input from the Governing Body on the following:

1. The term of license agreement. Staff was considering 10-15 years. There are deed restrictions that will not allow for a lease agreement to be executed.
2. FOTZ Board representation. Staff was proposing two Governing Body member representatives and two City staff members (Director of Public Works and Director of Administrative and Financial Services)
3. Management Fee Model. Continue to allocate two mills of general fund dollars or some percentage of the general fund such as 2% which could steadily decline through the course of the license agreement.

Lisa Robertson, City Attorney, reported other action that would be required by the Governing Body includes amending all Topeka Municipal Code sections relating to the Zoo as well as all AFT Bargaining Union agreements if needed. She stated the license agreement would give permission for FOTZ to operate the Zoo.

Councilmember Hiller asked staff to comment on the management of assets and how it relates to the use of Capital Improvement funds.

Doug Gerber spoke to the importance of proper asset management and how it would relate to the continued use of capital funds for maintenance.

Lisa Robertson reported asset lists are being created and will be transitioned over to FOTZ through the term of the license agreement.

Doug Gerber reported the underlying ownership of the property will remain with the City.

Councilmember Emerson requested an email be distributed to the Governing Body outlining the pros and cons *i.e.* an analysis of each option presented by staff.

Councilmember Dobler spoke in support of a three-year term license agreement. He questioned if the FOTZ Board representation could be appointed members by the Governing Body, similar to other boards and commissions. He also asked staff to provide information on the City's liability and insurance requirements.

Councilmember Ortiz expressed the importance of making sure the transition of privatizing Zoo operations will be supported by the community as well as staff. She stated she would prefer funding for the Zoo decrease as it becomes fully privatized. She expressed concern with the City's liability as it relates to the public-private partnership.

Doug Gerber asked for an affirmation of direction by the Governing Body.

Brent Trout expressed the importance of the City having a partner such as FOTZ willing to address the financial challenges as well as provide the necessary resources to support a quality Zoo that will continue to grow.

Fred Patton, Kansas House of Representatives, District 50, spoke in support of the private-public partnership with FOTZ. He stated private-public partnerships are the way of the future by supporting the concept of doing more with less and the first step in making the Zoo better. He stated the partnership would allow for a boarder fund raising base and noted FOTZ has raised \$22 million over the past five years.

Deputy Mayor Clear expressed the importance of allowing the experts to operate the Zoo and suggested Governing Body members serving on the FOTZ Board provide guidance not directive.

Councilmember Hiller requested staff send examples of operational models so she can better understand the context of knowledge of how different concepts work.

Councilmember Emerson spoke in support of the private-public partnership if it saves money and improves operations. He expressed the importance of the license agreement details and concurs with Councilmember Dobler in regards to an initial short-term license agreement.

Councilmembers Dobler, Lesser and Jensen spoke in support of moving forward and evaluating the partnership with FOTZ.

Councilmember Hiller suggested Zoo entry fees be evaluated and addressed in the license agreement.

CITY COUNCIL CHAMBERS, Topeka, Kansas, Tuesday, March 3, 2020. The Governing Body members of the City of Topeka met in regular session at 6:00 P.M., with the following Councilmembers present: Hiller, Valdivia-Alcala, Emerson, Padilla, Naeger, Dobler and Lesser -7. Mayor De La Isla presided -1. Absent: Councilmembers Ortiz and Duncan -2.

The following is an excerpt of the minutes from the meeting of the Governing Body of the City of Topeka, Kansas held March 3, 2020, at 6:00 P.M.:

DISCUSSION on the governance of operations at the Topeka Zoo was presented.

Brent Trout, City Manager, reported a number of meetings have been conducted related to the consideration of changing the governance of the Topeka Zoo. He spoke in support of FOTZ managing the Topeka Zoo and noted staff would provide details on the process to date.

Doug Gerber, Deputy City Manager, provided an overview of the process and reported Lisa Robertson, City Attorney, has drafted a license and management agreement and meetings with labor union representatives are complete. He stated a number of issues were identified as a result of one-on-one meetings with members of the Governing Body. He reported a comprehensive question and answer document will be compiled and presented to the Governing Body in the future. He reported questions relate to the following:

- Ownership of Facility and Animals
- Protection for all Parties Involved
- Amount of Outstanding Debt
- Board Representation
- Employee Transition

He noted there seems to be general support to move forward with the proposal with a time table of continued discussions with the AFT Employee Bargaining Unit; finalizing the financial information in the document as it relates to the Capital Improvement Plan; finalizing the asset list; finalizing ownership in regards to the City and/or FOTZ, or hybrid that works best for both. He stated there would be at least one or two more discussions before staff would request action from the Governing Body and if it was agreed to move forward, action items may be presented in

May or June, and include approval of the license and management agreement, amending the Topeka Municipal Code, and changes to the AFT Bargaining Unit Agreement.

Councilmember Valdivia-Alcala spoke in opposition of the draft agreement. She referenced Article 7, Section 7.2 – Bargaining Unit Employees; and Section 7.4(a) – Oversight of Zoo Employees – Responsibility. She asked staff to clarify the two sections.

Doug Gerber reported in the general sense; the ideal for the agreement would be that employees transfer from the City to FOTZ with the assurance employees will be treated fairly and appropriately. He noted the three employees that are close to retirement (3 years or less) under the KPERS Retirement System would have the option to remain City employees until retirement, with FOTZ honoring the terms of the agreement.

Councilmember Valdivia-Alcala expressed concern with the private/public partnership as it relates to the human resources component for employee protection; the potential for new employees to receive lower starting wages over time; and the competitive wages and benefits being proposed seem low. She asked if the City could consider utilizing the “Choose Topeka” program being offered by the Greater Topeka Partnership. She asked Brendan Wiley, Topeka Zoo Director, to list the top three reasons why he supports the proposal.

Brendan Wiley, Topeka Zoo Director, reported employees would not be members of a City bargaining unit; however, FOTZ would have protections in place similar to current City of Topeka employment systems including a human resources partner. He stated all budget models anticipate wages currently being paid, and the expectation was to hire qualified employees with competitive wages. He reported the top three reasons he supports the proposal include (1) budget compression; (2) the City cannot sustain operational growth parallel to infrastructure needs; and (3) the current funding source does not fit the user base.

Councilmember Valdivia-Alcala questioned residency requirements of the City as it relates to the management and license agreement and the governance of the Zoo. She asked Mr. Wiley if he resides in Shawnee County as well as if he was a registered voter.

Brendan Wiley stated he meets the City of Topeka residency requirement.

Mayor De La Isla questioned the legal bearing of the residency questions and cautioned Councilmember Valdivia-Alcala against asking certain types of questions that may result in putting the City in a difficult position.

Councilmember Valdivia-Alcala challenged the ruling of the chair and stated she believes the questions are germane to the topic. She stated she continues to have questions about this particular issue and requested the City Attorney clarify how the topic was not relevant to the discussion.

Lisa Robertson, City Attorney, stated the topic being discussed was governance of the Topeka Zoo and the management and license agreement. She stated direct questions about residency do not relate to the license agreement, and perhaps, should be discussed at a different time.

Councilmember Valdivia-Alcala expressed her opposition to the ruling and stated she believes the topic needs to be addressed, especially if the proposal was not approved. She stated she inquired further on the residency information because the forms provided to her by City Manager Trout appear to reflect compliance of the City’s residency requirement by all directors; however, there was no way of knowing on an annual, bi-annual or tri-annual basis if a director was still living in Shawnee County. She noted one of the items used to verify residency was proof of voter registration.

Brent Trout confirmed proof of voter registration was only one of the many items allowed to be presented for proof of residency.

Mayor De La Isla respectfully requested the discussion topic remain on governance of the Topeka Zoo and the management and license agreement. She requested the City’s residency

policy be discussed on a future agenda.

Councilmember Valdivia-Alcala again expressed her opposition to the ruling. She stated she believes the residency requirement was germane to the topic being discussed.

Councilmember Hiller requested staff provide clarification on the proposed direction of the City. She asked if the City wanted to hire a management company to run a City owned zoo; or will the City provide start up and reversion rights for a new company to run their own zoo. She stated it was her understanding FOTZ wanted full separation of the Zoo from the City so they were free to grow the Zoo and raise funds without being burdened by municipal government regulations; however, the documents presented by staff do not reflect this.

Brendan Wiley reported the Vision has not changed; however, since the license agreement has come to fruition the direction of the conversation may have changed. He reported there have been some deed restrictions that have surfaced and the City was proposing to hire a mission based organization to help excel the growth potential of the Topeka Zoo.

Councilmember Hiller stated she continues to have questions such as insurance requirements by both entities and noted the City was self-insured. She asked if the City was expecting a net gain or to reposition what the City already has in place.

Brendan Wiley stated the Community would receive a net gain with the intent over time for the cost and/or liability of the City to become fairly stable with additional support secured through FOTZ.

Doug Gerber confirmed the Vision has not changed; however, in terms of other conversations staff has had with the Governing Body, there have been other suggested alternatives given for consideration as discussions continue.

Councilmember Lesser explained different types of insurance protections and noted very few entities self-insure. He stated there are details that need to be worked through regarding protection for the City and FOTZ, and how it relates to common practice with these types of agreement proposals or partnerships. He recognized there are a number of issues that need to be worked through; however, he believes the license agreement was a good place to start.

Councilmember Dobler stated he struggles with voting on the proposal until a master plan has been drafted for Gage Park providing him the understanding of how the zoo fits in the overall plan for the area. He stated he would support an initial 5-year term agreement with the ability to revise as needed as opposed to the 15-year term currently being proposed in the agreement.

Councilmember Naeger stated she concurs with Councilmember Dobler. She encouraged staff to work with Shawnee County to develop a Gage Park Master Plan.

Doug Gerber reported approximately two years ago, Shawnee County began moving forward with a Gage Park Master Plan and the City was prepared to contribute funding towards the plan; however, since that time Shawnee County has put those efforts on hold. He assured the Governing Body that staff understands the importance of integrating the two master plans.

Brent Trout reported it may be a few months before Shawnee County will begin to engage in the drafting of a Gage Park Master Plan as they are currently working on a Family Park Master Plan.

Brendan Wiley stated the Zoo's current master plan mainly consists of the renovation and/or rehabilitation of the zoo, addressing an extensive amount of repair to old infrastructure. He noted the next master plan would address future expansion within the fence boundary of the zoo.

Councilmember Hiller questioned the expected timeline for the proposal.

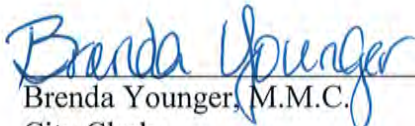
Doug Gerber reported initially the ideal timeframe to move forward with the proposal would be in conjunction with, or prior to, the adoption of the 2021 City of Topeka Operating Budget; however, given the recent discussions, this may not be accomplished based on how

conversations progress in regards to a Gage Park Master Plan.

STATE OF KANSAS)
SHAWNEE COUNTY)

I, Brenda Younger, City Clerk of the City of Topeka, Kansas, County of Shawnee, do hereby certify that the above and foregoing is a true and correct copy of an excerpt of the minutes from the regular meeting of the Governing Body, held on Tuesday, June 4, 2019, December 3, 2019 and March 3, 2020, at 6:00 P.M., as the same appears on record in the office of the City Clerk.




Brenda Younger, M.M.C.
City Clerk

	FOTZ 2018	FOTZ 2017	2013 Zoo Budget
Conservation Expenses	25,261.39	20,054.71	-
Docent Supplies	1,000.00	3,871.14	-
Concession Expenses	62,837.88	40,411.35	29,046.86
Seasonal Staff	159,683.86	160,297.71	47,352.88
Janitorial Supplies	4,150.97	3,808.47	4,000.00
Website and Online Store			
Marketing and Printing			
	252,934.10	228,443.38	80,399.74

City of Topeka Zoo Budget	2016 Budget	2016 Actual	2017 Budget	2017 Actual	2018 Budget	2018 Actual
Revenue	524,389.00	533,335.00	533,104	467,332	580,000	574,506
Expense	2,364,797.00	2,375,174.00	2,499,978	2,610,591	2,595,276	2,630,937
Difference	(1,840,408.00)	(1,841,839.00)	-1,966,874	-2,143,259	-2,015,276	-2,056,431
3 yr avg based on budget		(1,940,853.00)				
3 yr avg based on actual		(2,013,843.00)				
Average annual growth 2016 to 2017 and 2017 to 2018		115,240.00	4.74%			