

CITY OF TOPEKA CONTRACT NO. 43845

AMENDMENT NO. 1 TO CITY OF TOPEKA CONTRACT NO. 43043

THIS AMENDMENT NO. 1 to City Of Topeka Contract No. 43043 is entered into this 12th day of September, 2014, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as "City" and Local 1294, Missouri/Kansas State Council 72, American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as "Union."

WHEREAS, the City and Union have previously entered into City of Topeka Contract No. 43043, hereinafter referred to as "the Contract" which governs terms and conditions of the employment relationship between the Employer and the employees represented by Union; and

WHEREAS, provisions in Article 16 of the Contract allowed for a reopener to discuss and negotiate Article 16 for wages and Article 15, § 17 for personal days; and

WHEREAS, after statutory meet and confer sessions between City and Union representatives, agreements were reached on the reopened items as set forth below, the terms of which have been ratified by the Union; and

WHEREAS, Union and City discovered and agrees to correct an inadvertent omission of contract language in Certification and Advancement section of Article 16 that was agreed upon during meet and confer sessions for the 2014-2017 contract.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The existing language of Article 16 of the Contract is hereby amended to read as follows:

Section 1. Pay Periods.

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

Section 2. Wages.

Effective with the first day of the first full pay period in January 2015, Inspectors and Reviewers shall be paid in accordance with their respective Position and Grade Levels set forth in the "Development Services/Planning 2015 Wage Schedule" at the end of this Section.

For calendar year 2016, the bargaining agreement shall be re-opened to discuss and negotiate Article 16 Wages and Article 15, Section 17 -- Personal Days.

Development Services/Planning 2015 Wage Schedule
Effective January 3, 2015

Inspectors		
(Includes Building, Mechanical, Electrical, Cross Connection, & Zoning)		
Position	Grade	Hourly Rate
Inspector I	Non-Certified	18.21
Inspector II	Certified	20.99
Inspector III	3 Years Certified	23.96
Inspector IV	3 Years Certified + Master's License	25.17
Inspector V	6 Years Certified + Master's License	25.92

Inspectors		
Plus Mobile Home (MH)		
Position	Grade	Hourly Rate
Inspector I	Non-Certified	18.57
Inspector II	Certified	21.42
Inspector III	3 Years Certified	24.45
Inspector IV	3 Years Certified + Master's License	25.67
Inspector V	6 Years Certified + Master's License	26.44

Inspectors		
Plus Elevator		
Position	Grade	Hourly Rate
Inspector I	Non-Certified	18.75
Inspector II	Certified	21.62
Inspector III	3 Years Certified	24.68
Inspector IV	3 Years Certified + Master's License	25.93
Inspector V	6 Years Certified + Master's License	26.71

Inspectors				
Plus Multi-Trade				
Position	Grade	Hourly Rate	w/MH	w/Elev.
Inspector I	Non-Certified	19.49	19.87	20.07
Inspector II	Certified	22.46	22.91	23.15
Inspector III	3 Years Certified	25.64	26.16	26.42
Inspector IV	3 Years Certified + Master's License	26.93	27.47	27.74
Inspector V	6 Years Certified + Master's License	27.74	28.30	28.58

Planner Review		
Position	Grade	Hourly Rate
Planner Reviewer I	Non-Certified	22.46
Planner Reviewer II	Certified	25.20
Planner Reviewer III	2 Years Certified + CPRC	27.98
Planner Reviewer IV	4 Years Certified + CPRC	30.74
Planner Reviewer V	6 Years Certified + CPRC	31.67

* For Plumbing, Mechanical, & Electrical only; Building requires Commercial Plan Review Certification (CPRC) and Zoning requires AACB Enforcement Administrator

Section 3. Longevity.

Inspectors and Reviewers hired prior to January 1, 2014 shall receive one level increase in longevity compensation as set forth in the forty (40) year Longevity Pay Plan at the end of this section. The longevity increase shall become effective on their hiring anniversary dates, provided there has been at least a "Meets Expectations" rating received on the most recent annual performance appraisal preceding that event and the employee is not already at the top of the forty (40) year Longevity Pay Plan. Inspectors and Reviewers hired after January 1, 2014 shall not be eligible for an increase in longevity compensation.

For the purposes of longevity movement under this Section, employees who for whatever reason do not receive annual performance appraisals will be deemed to have qualified for an overall "Meets Expectations" rating.

Longevity Pay Plan Effective January 9, 2010	
1yr	.05/hr
2yrs	.10/hr
3yrs	.15/hr
4yrs	.20/hr
5yrs	.25/hr
6yrs	.30/hr
7yrs	.35/hr
8yrs	.40/hr
9yrs	.45/hr
10yrs	.50/hr
11yrs	.55/hr
12yrs	.60/hr
13yrs	.65/hr
14yrs	.70/hr
15yrs	.75/hr
16yrs	.80/hr
17yrs	.85/hr
18yrs	.90/hr
19yrs	.95/hr
20yrs	1.00/hr
21yrs	1.05/hr
22yrs	1.10/hr

23yrs	1.15/hr
24yrs	1.20/hr
25yrs	1.25/hr
26yrs	1.30/hr
27yrs	1.35/hr
28yrs	1.40/hr
29yrs	1.45/hr
30yrs	1.50/hr
31yrs	1.55/hr
32yrs	1.60/hr
33yrs	1.65/hr
34yrs	1.70/hr
35yrs	1.75/hr
36yrs	1.80/hr
37yrs	1.85/hr
38yrs	1.90/hr
39yrs	1.95/hr
40yrs	2.00/hr

Section 4. Certification and Advancement.

An Inspector I must become certified within eighteen (18) months in order to be retained in that position. Once the mandatory certification is obtained, however, advancement to Inspector II is automatic. Inspector III eligibility will occur after three (3) years' time in certified status -- and promotion to Inspector IV shall coincide with attainment of a Master's License or Commercial Plan Review Certification (CPRC). Eligibility for the top level of Inspector V shall come about three years after Inspector III or IV has been achieved, with the potential existing for skipping directly to Level IV from Level II if the time requirement has been met and a Master's License or CPRC already earned.

In addition to any pay increases resulting from corresponding elevation to a higher-ranking position, Inspectors shall be given two hundred fifty dollar (\$250.00) bonuses for each of the following: (1) obtaining their initial certifications; (2) obtaining their Master's Licenses; and (3) obtaining any certification authorized in the chart below.

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

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

Sanctioned Certifications

1. AACE Code Enforcement Administrator
2. Building
3. Certified Building Official (CBO)
4. Concrete
5. Cross-Connection
6. Electrical
7. Elevator
8. Mechanical
9. Mobile Home
10. Commercial Plan Review
11. Plumbing
12. Solid Fuel
13. Steel
14. Zoning
15. Trade Commercial Plan Review (within primary trade)

Inspectors/Plan Reviewers are eligible to qualify for the above-listed certifications as follows --

Building Inspectors:	All except 1, 5, 12, 14, and 15;
Cross-Connection Inspectors:	All except 1, 4, 10, 13, 14, and 15;
Electrical Inspectors:	All except 1, 4, 10, 13, and 14;
Mechanical Inspectors:	All except 1, 4, 10, 13, and 14;
Commercial Plan Reviewers:	All except 1, 5, 12, 14 and 15;
Plumbing Inspectors:	All except 1, 4, 13, and 14;
Zoning Inspectors:	All except 4, 5, 6, 7, 8, 9, 10, 11 12, 13 and 15.

Section 5. Evaluations.

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

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

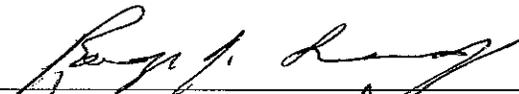
B. Permanent Employees. Regular, full-time, permanent bargaining unit members shall be evaluated by their supervisors annually during the month of January for the preceding year. Such performance appraisals shall be discussed personally with and acknowledged through his or her signature by each individual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

Any employee who elects not to acknowledge by his or her signature the presentation and receipt of an annual evaluation shall thereby relinquish entitlement to any longevity pay and any monetary bonuses or incentives associated with work performance, merit recognition, or certification achievement. In the event a supervisor fails to execute an employee's appraisal during the time period specified above, that employee shall be deemed to be performing at at least a "Meets Expectations" level.

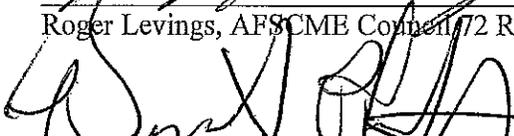
2. All other terms and conditions of City of Topeka Contract No. 43043, not specifically stricken or amended herein, shall remain in full force and effect.

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

UNION



Roger Levings, AFSCME Council 72 Representative



Bruce Pfeiffer, President AFSCME Local 1294

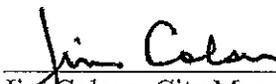


Richard Worden, Negotiating Team Member



Craig Johnson, Negotiating Team Member

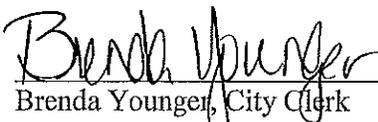
CITY OF TOPEKA, KANSAS



Jim Colson, City Manager



ATTEST:



Brenda Younger, City Clerk

APPROVED AS TO FORM AND LEGALITY
DATE 8/20/14 BY 