

CITY OF TOPEKA

CONTRACT #43903

AGREEMENT

between

CITY OF TOPEKA

and the

AFT KANSAS LOCAL 6406

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

JANUARY 1, 2015 - DECEMBER 31, 2017



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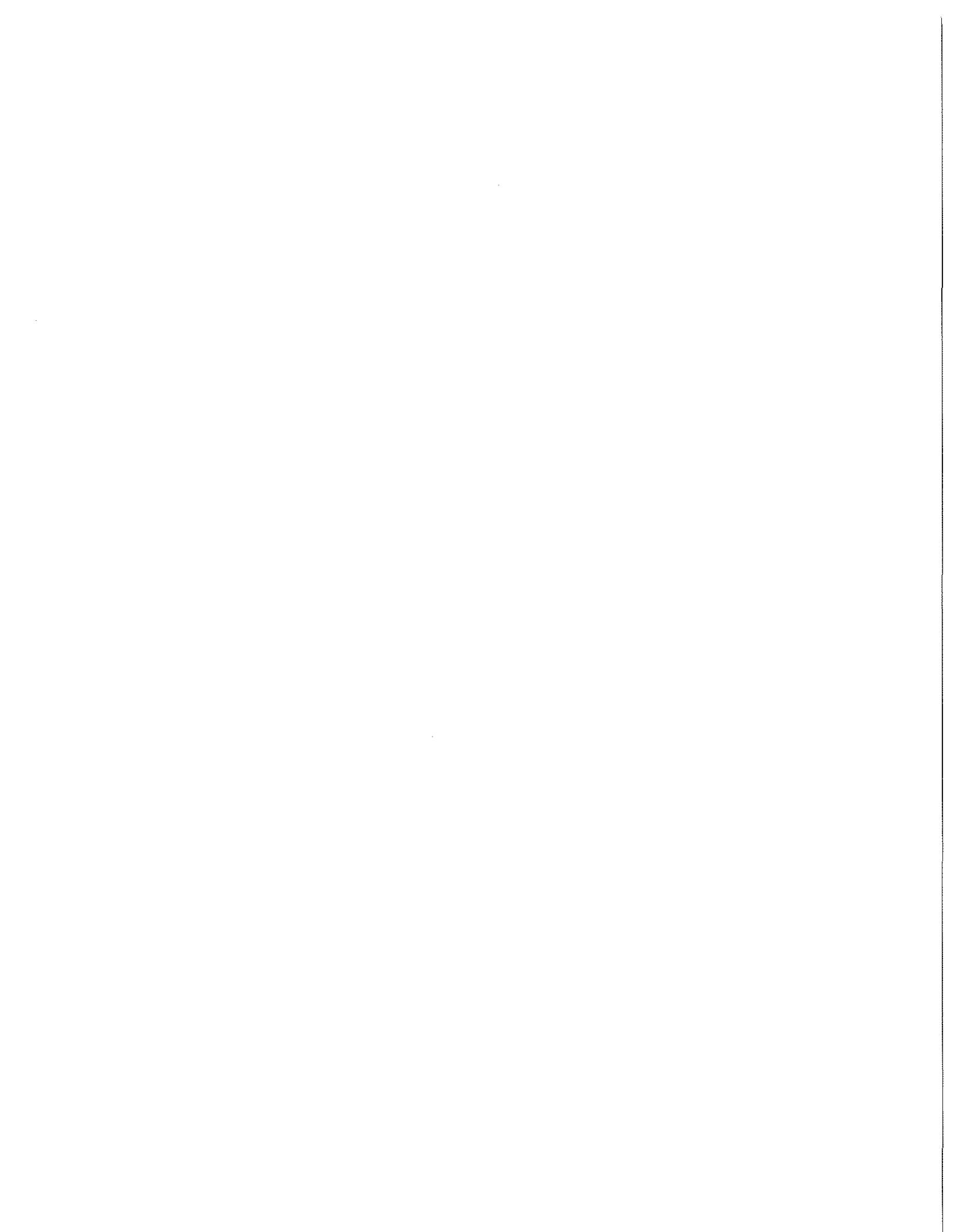
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ARTICLE 1

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

Recreation Specialist I, II	User System Consultant I, II
Rehabilitation Specialist	Welder
Safety Specialist	Zoo Commissary Specialist
Security Monitor	Zoo Keeper I, II, III
Senior Animal Control Officer	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 once each month 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 10 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 10 of this Agreement.
- L. Immediate Family shall be defined as one's spouse, 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 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. violations of any work rule governing a management's right or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses 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 without specific authority;
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 Kansas Association of Public Employees. 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. 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 forty-eight (48) hour wait time before the meeting 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:

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 3, 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 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.
2. The special evaluation document shall set forth the specific areas, (duties/tasks/responsibilities) in which the employee is expected to improve during the special evaluation period.

3. Special evaluations shall be performed in five hundred twenty (520) continuous work hour 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.
4. 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 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 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:

Length of Service

Separation Pay

-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.

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.

The Union and the City hereby agree to continue the pay matrix now existing which is appended hereto and specifically made a part of this agreement, as Appendix A.

Eligible employees who receive an overall annual performance evaluation for 2014 of "Meets Expectations" or better rating, shall be granted a one step increase effective on the 2015 anniversaries of their hire dates.

Employees who are not step eligible due to being at the top level of their pay grade and receive an overall annual performance evaluation for 2014 of "Meets Expectations" or better rating will receive a one-time lump sum payment of four hundred dollars (\$400.00) payable the first full pay period in January 2015.

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 cents (\$0.50) 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 F.L.S.A.
- 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.

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.

ARTICLE 10

ABSENCE FROM DUTY

Section 1. Leave of Absence With Pay.

Eligibility. All benefit eligible employees may request and be granted the use of a leave of absence with pay by utilizing sick or vacation leave or compensatory time in accordance with the appropriate section as provided in this Article.

Section 2. Leave of Absence Without Pay.

- A. A leave agreement must be completed and approved on a form provided by Human Resources Department.
- B. Eligibility. All benefit eligible employees may request and be granted the use of a leave of absence without pay.
- C. Hours Available. Eligible employees may request and may receive the number of hours necessary for the purpose of the leave requested as a leave without pay.
- D. 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. To accept employment outside the City, provided, however, that any such employment may not conflict with any other provision contained within this Agreement;

4. Family leave, in accordance with the provisions of the Family and Medical Leave Act (FMLA); or
5. Other valid reasons as determined by the Human Resources Director.

E. Procedure for Requesting.

1. Eligible employees may obtain a leave agreement from the Human Resources Department.
2. Leave agreements must be completed in full, signed by the employee and returned to the Human Resources Department.
3. Leave agreements for medical reasons must be accompanied by a signed statement from the attending physician stating the nature of the illness, the anticipated length of the leave and the diagnosis of the physician.
4. 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 proof of the need for enrollment in the employee's participation in a program or other purpose for which the leave is requested.
5. All requests for a leave of absence without pay must receive approval prior to the requested leave, 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.

F. Conditions Necessary For Approval.

1. Approval shall be contingent on the concurrence of the City Medical Advisor when appropriate and shall require the concurrence of the department head and the Human Resources Director.
2. The employee shall not be required to have exhausted all accrued sick leave, compensatory time and vacation leave in order to receive an unpaid leave of absence.

G. Special Conditions.

1. A leave of absence without pay shall be required in all instances when an employee is unavailable for work unless the employee utilizes accrued sick or vacation leave, or compensatory time, whichever is appropriate.
2. Any absence of an employee without prior approval, a leave of absence or the appropriate use of leave shall be counted as unauthorized leave and may be subject to the appropriate disciplinary action up to and including termination. Absences without approval of three (3) or more consecutive days shall be considered job abandonment and shall be considered a resignation.
3. Any employee who is on a leave of absence without pay shall:

- a. Pay all, (both employer and employee share), health and other insurance premiums (provisions for a FMLA may vary);
- b. Not have time spent on a leave credited toward retirement or for seniority purposes; and
- c. Not accrue sick, vacation or other types of leave.

H. Return to Work.

Employees shall return to work on the date and at the time specified in the leave agreement. On completion of a leave of absence the employee shall be returned to the position held immediately prior to the leave.

Section 3. 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.)

2. 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 year of accrual. Request for payment must be made in writing by the employee to the division head/payroll clerk no later than the first pay period in December.

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 3.B.1. of this article.

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, K 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 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 17, 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. Personal Leave Day for Perfect Attendance/Payment for Unused Sick Leave.

1. 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. 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 year of accrual. Request for payment must be made in writing by the employee to the division

head/payroll clerk no later than the first pay period in December.

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 3.B. 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 4. 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 disaster such as fire, flood, tornado, etc., or life threatening emergency health problems of the employee's immediate family as defined in Article 3, K. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health problem is both an emergency and is life threatening.

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, K 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.
- 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 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. Leave Due to Inclement Weather Emergency Absence.

A. Absence due to an employee's inability to report for scheduled work because of severe inclement weather or conditions caused by severe inclement weather 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 14. Administrative Leave.

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

Section 15. 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. The City agrees to continue to provide uniforms or other articles of wearing apparel as was 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.

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 the terms and conditions of healthcare benefits for employees as set forth within the Joint Memorandum of Agreement, a copy of which is attached hereto as Appendix B.

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.

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.

Any qualified bargaining unit employee, except as identified in Section 2 of this article, may apply for a vacancy within the bargaining unit and shall be given first consideration, provided the employee possesses the minimum qualifications specified within the classification specification. 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 unit shall occur only when it is determined that no qualified/interested applicants exist within the unit.

Written notification of individuals in the bargaining unit who fill each vacancy shall be posted no later than five (5) working days after the vacancy is filled. It shall be posted in the same place as specified for the job opening classification.

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 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.

All employees shall be allowed a meal period as close to the middle of his/her shift day as possible. Meal periods are subject to departmental rules and regulations.

- A. Except as provided in paragraph B below, all personnel shall be allowed one paid break period of fifteen (15) minutes each morning and afternoon and a lunch period at times agreed between the employee and their supervisor.
- B. The provision above relating to lunch periods shall not apply in the instance where the City provides a paid lunch period to employees. Rest periods are intended to allow employees a brief break from work activities for rest and relaxation. Work breaks are provided on employer-paid time and scheduled by each employee's supervisor. These 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. The scheduling of work breaks is dependent on the type of work required of an employee and is subject to departmental rules. Work 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.

- 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 their earliest possible opportunity.
- 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 required to enter their shift starting time on a time clock will be permitted to clock in to work seven (7) minutes earlier than their assigned work schedule but shall not be permitted to begin work until their assigned work period begins, unless authorized by the employee's supervisor.

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

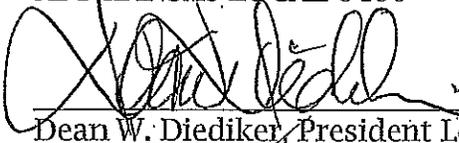
DURATION, TERMINATION AND AMENDMENTS

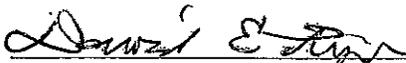
This Agreement shall be effective beginning January 1, 2015, and shall remain in full force and effect through December 31, 2017, except that either party may open the agreement for statutory meet and confer as provided in K.S.A. 75-4321 et. seq. solely as to Article 9, Section 2 "Wages" for 2016 and 2017. Request for said openers should be made in writing to the other party on or before May 1 of the prior year. 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.

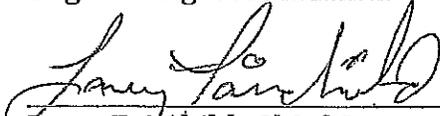
Should any provisions of this Agreement be held unlawful by a court of competent jurisdiction, all other provisions shall remain in force for the duration of the Agreement. Negotiations shall commence at a mutually agreeable time in the event replacement provisions are deemed to be necessary by the Union or the Employer.

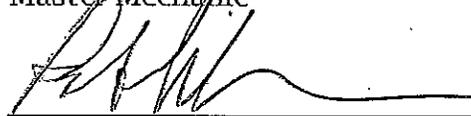
DATED AND ACKNOWLEDGED THIS 6th DAY OF October, 2014, IN
THE CITY OF TOPEKA, KANSAS, BY:

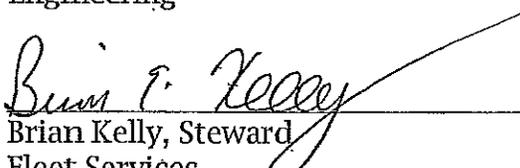
AFT KANSAS LOCAL 6406

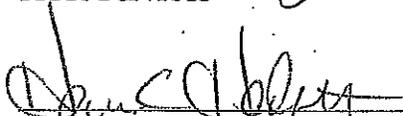

Dean W. Diediker, President Local 6406
Planner II

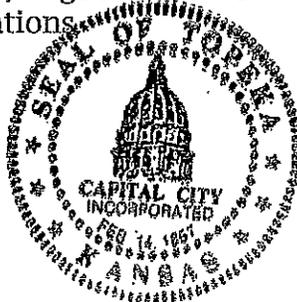

David Fish, Steward
Engineering Technician II


Larry Fairchild, Chief Steward
Master Mechanic

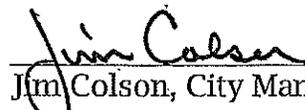

Robert Kennedy, Steward
Engineering


Brian Kelly, Steward
Fleet Services

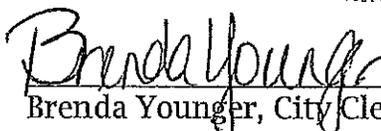

Hank Halseth, Negotiations Team Member
Traffic Operations



CITY OF TOPEKA, KANSAS


Jim Colson, City Manager

ATTEST:


Brenda Younger, City Clerk

APPENDIX A

AFT 2013-2014 Pay Matrix

2.00% Increase from 2012

Effective First Full Pay Period in July - July 6th 2013 -

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	11.14	11.32	11.48	11.65	11.83	12.00	12.18	12.37	12.55	12.74	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	
KAPE1	K02	11.48	11.65	11.83	12.00	12.18	12.37	12.55	12.74	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69
KAPE1	K03	11.83	12.00	12.18	12.37	12.55	12.74	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16
KAPE1	K04	12.18	12.37	12.56	12.74	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65
KAPE1	K05	12.56	12.74	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15
KAPE1	K06	12.93	13.12	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66
KAPE1	K07	13.33	13.52	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16
KAPE1	K08	13.72	13.93	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66
KAPE1	K09	14.14	14.36	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16
KAPE2	K10	14.57	14.78	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66
KAPE2	K11	15.01	15.22	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16
KAPE2	K12	15.45	15.69	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66
KAPE2	K13	15.93	16.16	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16
KAPE2	K14	16.41	16.65	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16	21.41	21.66
KAPE2	K15	16.90	17.15	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16	21.41	21.66	21.91	22.16
KAPE2	K16	17.41	17.66	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16	21.41	21.66	21.91	22.16	22.41	22.66
KAPE2	K17	17.91	18.16	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16	21.41	21.66	21.91	22.16	22.41	22.66	22.91	23.16
KAPE2	K18	18.41	18.66	18.91	19.16	19.41	19.66	19.91	20.16	20.41	20.66	20.91	21.16	21.41	21.66	21.91	22.16	22.41	22.66	22.91	23.16	23.41	23.66
KAPE3	K19	19.04	19.32	19.61	19.91	20.21	20.51	20.82	21.14	21.45	21.76	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01
KAPE3	K20	19.61	19.91	20.21	20.51	20.82	21.14	21.45	21.76	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81
KAPE3	K21	20.21	20.51	20.82	21.14	21.45	21.76	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62
KAPE3	K22	20.82	21.14	21.45	21.76	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43
KAPE3	K23	21.45	21.76	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24
KAPE3	K24	22.09	22.42	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05
KAPE3	K25	22.76	23.11	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86
KAPE3	K26	23.44	23.80	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67
KAPE3	K27	24.16	24.52	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48
KAPE4	K28	24.89	25.26	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29
KAPE4	K29	25.65	26.01	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10
KAPE4	K30	26.41	26.81	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91
KAPE4	K31	27.22	27.62	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72
KAPE4	K32	28.03	28.43	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53
KAPE4	K33	28.84	29.24	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34
KAPE4	K34	29.65	30.05	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15
KAPE4	K35	30.46	30.86	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96
KAPE4	K36	31.27	31.67	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96	39.37	39.77
KAPE4	K37	32.08	32.48	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96	39.37	39.77	40.18	40.58
KAPE5	K38	32.89	33.29	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96	39.37	39.77	40.18	40.58	40.99	41.39
KAPE5	K39	33.70	34.10	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96	39.37	39.77	40.18	40.58	40.99	41.39	41.80	42.20
KAPE5	K40	34.51	34.91	35.32	35.72	36.13	36.53	36.94	37.34	37.75	38.15	38.56	38.96	39.37	39.77	40.18	40.58	40.99	41.39	41.80	42.20	42.61	43.01

AFT Classification List

CLASSIFICATION	GRADE	CLASSIFICATION	GRADE
ACCOUNTING SPECIALIST I	K15	LABORATORY TECHNICIAN	K14
AIRCRAFT MECHANIC I	NA	MAINTENANCE WORKER I	K03
AIRCRAFT MECHANIC II	K26	MAINTENANCE WORKER II	K08
ANIMAL CONTROL OFFICER	K10	MAINTENANCE WORKER III	K12
AQUATICS SPECIALIST	K19	MASTER MECHANIC	K16
ARBORIST I	K08	NETWORK ENGINEER I	K22
ARBORIST II	K12	NETWORK ENGINEER II	K28
ARBORIST III	K15	OFFICE ASSISTANT I	K02
ASSOCIATE PLANNER	K15	OFFICE ASSISTANT II	K07
BIOLOGIST	K22	OFFICE ASSISTANT III	K12
CARPENTER	K14	PARKING CONTROL OFFICER I	K04
CHEMIST	K21	PARKING CONTROL OFFICER II	K10
CIVIL RIGHTS INVESTIGATOR	K18	PLANNER I	K21
COMMUNITY RESOURCE SPECIALIST	K18	PLANNER II	K28
COMPLIANCE INSPECTOR I	K14	PLUMBER	K19
COMPUTER OPERATOR	K28	PROBATION OFFICER I	K16
COURIER/BLDG ATTENDANT	K03	PROCUREMENT OFFICER I	K17
COURT CLERK I	K10	PROCUREMENT OFFICER II	K21
COURT CLERK II	K14	PROPERTY MAIN INSPECTOR I	K13
ECONOMICS DEVELOPMENT SPECIALIST	K26	PROPERTY MAINT INSPECTOR II	K16
EDUCATION SPECIALIST	K18	PROPERTY MAINT INSPECTOR III	K18
ELECTRICIAN	K17	REAL ESTATE OFFICER	K27
ELECTRONICS TECHNICIAN I	K16	RECREATION SPECIALIST I	K06
ELECTRONICS TECHNICIAN II	K20	RECREATION SPECIALIST II	K19
ENGINEERING TECHNICIAN I	K14	REHABILITATION SPECIALIST I	K22
ENGINEERING TECHNICIAN II	K18	SAFETY SPECIALIST	K22
ENVIRONMENTAL TECHNICIAN I	K20	SECURITY MONITOR	K03
ENVIRONMENTAL TECHNICIAN II	K25	SENIOR ANIMAL CONTROL OFFICER	K14
EQUIPMENT OPERATOR I	K08	SYSTEM DEVELOPER I	K22
EQUIPMENT OPERATOR II	K12	SYSTEM DEVELOPER II	K28
EQUIPMENT OPERATOR III	K15	USER SYSTEM CONSULTANT I	K19
EROSION CONTROL INSPECTOR I	K14	USER SYSTEM CONSULTANT II	K23
EROSION CONTROL INSPECTOR II	K18	WELDER	K11
GRANTWRITER	K16	ZOO COMMISSARY SPECIALIST	K06
HORTICULTURIST	K17	ZOO KEEPER I	K06
HUMAN RELATIONS SPECIALIST	K18	ZOO KEEPER II	K09
HVAC SPECIALIST I	K12	ZOO KEEPER III	K12
HVAC SPECIALIST II	K17	ZOO VET TECH	K12
INVENTORY SPECIALIST	K07		

APPENDIX B
Joint Memorandum on Healthcare Benefits

Attachment number 3 \nPage 1

CITY OF TOPEKA CONTRACT NO. 43772

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 5th day of November, 2014, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as the "City" and the AFT Kansas Local 6406, AFSCME Local 1294-Development Services, Fraternal Order of Police Lodge 3, International Association of Fire Fighters Local 83, Teamsters Local No. 696, AFSCME Local 1294-Water, and Water Pollution Control Division Local Union, hereinafter referred to as the "Unions."

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The terms of the Agreement take precedence over any conflicting language concerning healthcare costs in any current agreement between the City and any one of the Unions.
2. The City agrees to make group healthcare benefits available to all employees who are eligible, as set forth in the provisions of the City's group healthcare benefits plan, and who sign up for such healthcare benefits. The City retains the authority to define group health insurance coverage and select the carrier to maintain a cost effective program.
3. For the calendar years of 2015 and 2016, the City and Unions agree to jointly share in the cost of provided group health benefits for City employees under the following cost-sharing formula based upon premium equivalents established by City administration prior to open enrollment each year:
 - (a) For calendar year 2015, for employees who complete a Personal

Health Assessment and Biometric Screening during the fourth quarter of 2014, the following cost-sharing formula based upon total monthly premium equivalents established by City administration will apply:

(i) Premium Equivalent for Base Plan Employee-Only Tier: 95% paid by the City and 5% paid by the employee, with the employee paying an additional \$25 premium per month to the health insurance fund for implementation of a wellness program that includes a clinic for City of Topeka health plan participants. The clinic is expected to be operational no later than September 1, 2015.

(ii) Premium Equivalents for all Base Plan Dependent Tiers: 62% paid by the City and 38% paid by the employee.

(iii) Employees who are tobacco users will be assessed a Tobacco Surcharge equivalent to 5% of the total monthly premium equivalent established by City administration for the tier and plan which they are enrolled in.

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

(b) For the calendar year 2015, for employees who do not participate in the City's wellness initiative (as described in subparagraph (a) above), the following cost-sharing formula based upon total monthly premium equivalents established by City administration will apply:

(i) Premium equivalent for Base Plan Employee-Only Tier:

80% paid by the City and 20% paid by the employee, with the employee paying an additional \$25 premium per month to the health insurance fund.

(ii) Premium equivalents for all Base Plan Dependent Tiers: 45% paid by the City and 55% paid by the employee.

(iii) Employees who are tobacco users will be assessed a Tobacco Surcharge equivalent to 5% of the total monthly premium equivalent established by City administration for the tier and plan which they are enrolled in.

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

(c) For calendar year 2016, for employees who complete a Personal Health Assessment, Biometric Screening and complete a Well-Person exam which demonstrates recommended immunizations and screenings are current, the following cost-sharing formula based upon total monthly premium equivalents established by City administration will apply:

(i) Premium equivalent for Base Plan Employee-Only Tier: 97% paid by the City and 3% paid by the employee.

(ii) Premium equivalents for all Base Plan Dependent Tiers: 67% paid by the City and 33% paid by the employee.

(iii) Employees who are tobacco users will be assessed a Tobacco Surcharge equivalent to 7% of the total monthly premium equivalent established by City administration for the tier and plan which

they are enrolled in.

(iv) Additionally, covered Spouses who are tobacco users will be assessed a Tobacco Surcharge equivalent to 7% of the total monthly premium equivalent established by City administration for the tier and plan which they are enrolled in.

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

(d) For the calendar year 2016: For employees who do not participate in the City's wellness initiative (as described in subparagraph (c) above), the following cost-sharing formula based upon total monthly premium equivalents established by City administration will apply:

(i) Premium equivalent for Base Plan Employee-Only: 75% paid by the City and 25% paid by the employee.

(ii) Premium equivalents for all Base Plan Dependent Tiers: 42% paid by the City and 58% paid by the employee.

(iii) Employees who are tobacco users will be assessed a Tobacco Surcharge equivalent to 7% of the total monthly premium equivalent established by City administration for the tier and plan which they are enrolled in.

(iv) Additionally, covered Spouses who are tobacco users will be assessed a Tobacco Surcharge equivalent to 7% of the total monthly premium equivalent established by City administration for the tier and plan

which they are enrolled in.

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

4. The parties agree to commence negotiations no later than September 1, 2015 to discuss cost-sharing for 2017 and potentially beyond following the selection of a wellness program vendor and establishment of an initial wellness program which includes a clinic component.

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

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

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

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



ATTEST:

Brenda Younger
Brenda Younger, City Clerk

CITY OF TOPEKA, KANSAS

Jim Colson

Jim Colson, City Manager

APPROVED AS TO FORM AND LEGALITY

DATE 7/9/14 BY [Signature]

UNIONS

[Signature]
AFT KANSAS LOCAL 6406

[Signature]
AFSCME, LOCAL 1294-Development Services

[Signature] 083
FRATERNAL ORDER OF POLICE
LODGE NO. 3

[Signature]
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 83

[Signature]
TEAMSTERS UNION, LOCAL NO. 696

[Signature]
AFSCME, LOCAL 1294-Water

[Signature]
WATER POLLUTION CONTROL DIVISION
LOCAL UNION