

CITY OF TOPEKA CONTRACT NO. 43155

AMENDMENT NO. 1 TO CITY OF TOPEKA CONTRACT NO. 42564

THIS AMENDMENT to City Of Topeka Contract No. 42564 is entered into this 4<sup>th</sup> day of November, 2013, by and between the City of Topeka, a duly organized municipal corporation hereinafter referred to as "City" and Council 72, Local 1294 of the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as "Union."

WHEREAS the City and Union have previously entered into City of Topeka Contract No. 42564, hereinafter referred to as "the Contract" which governs terms and conditions of the employment relationship between the Employer and the employees represented by Union; and

WHEREAS, provisions in Article 18 of the Contract allowed for a reopener for the subject of wages to be discussed and negotiated; and

WHEREAS, after statutory meet and confer sessions between management and Union representatives, agreements were reached on the reopened item, and three non-wage issues, which parties agreed to reopen and negotiate, the terms of which have been ratified by the members of Union and set forth below.

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

**1. The existing language of Article 7, Section 3 of the Contract is hereby stricken and amended to read as follows:**

Section 3. Wage Schedule effective for first full pay period of 2014.

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12
WAT-REG	GRADE 1	W01	11.63	12.05	12.43	12.83	13.23	13.64	14.03	14.44	14.85	15.24	15.62	16.04
WAT-REG	GRADE 2	W02	13.60	14.07	14.54	15.03	15.53	16.02	16.48	16.99	17.46	17.95	18.43	18.91
WAT-REG	GRADE 3	W03	14.97	15.49	16.01	16.52	17.04	17.53	18.04	18.55	19.05	19.59	20.09	20.61
WAT-REG	GRADE 4	W04	16.26	16.82	17.39	17.97	18.54	19.09	19.69	20.27	20.82	21.43	21.98	22.57
WAT-REG	GRADE 5	W05	17.92	18.56	19.21	19.87	20.53	21.16	21.80	22.44	23.08	23.74	24.37	25.06
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	13.85	14.32	14.80	15.29	15.78	16.27	16.74	17.24	17.71	18.20	18.69	19.16
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	15.23	15.74	16.26	16.78	17.30	17.78	18.29	18.81	19.31	19.84	20.34	20.87
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	16.51	17.07	17.64	18.22	18.80	19.35	19.94	20.52	21.07	21.68	22.24	22.83
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	18.18	18.82	19.47	20.13	20.79	21.42	22.06	22.70	23.33	23.99	24.62	25.31
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	14.11	14.58	15.05	15.54	16.04	16.52	16.99	17.50	17.97	18.45	18.94	19.42
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	15.48	16.00	16.51	17.03	17.55	18.04	18.54	19.06	19.56	20.10	20.59	21.12
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	16.77	17.33	17.89	18.47	19.05	19.60	20.20	20.78	21.33	21.93	22.49	23.08
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	18.43	19.07	19.72	20.38	21.04	21.67	22.31	22.95	23.59	24.25	24.88	25.57
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	14.36	14.83	15.31	15.79	16.29	16.78	17.24	17.75	18.22	18.71	19.19	19.67
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	15.73	16.25	16.77	17.29	17.80	18.29	18.80	19.32	19.81	20.35	20.85	21.38
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	17.02	17.58	18.15	18.73	19.31	19.85	20.45	21.03	21.58	22.19	22.75	23.33
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	18.69	19.33	19.98	20.63	21.29	21.92	22.56	23.20	23.84	24.50	25.13	25.82
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	14.62	15.08	15.56	16.05	16.54	17.03	17.50	18.01	18.47	18.96	19.45	19.92
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	15.99	16.50	17.02	17.54	18.06	18.54	19.05	19.57	20.07	20.60	21.10	21.63
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	17.28	17.83	18.40	18.98	19.56	20.11	20.71	21.28	21.83	22.44	23.00	23.59
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	18.94	19.58	20.23	20.89	21.55	22.18	22.82	23.46	24.10	24.76	25.39	26.08

**2. The existing language of Article 7, Section 4 of the Contract is hereby stricken and amended to read as follows:**

Section 4. Wage Schedule Administration.

- A. New hire probationary employees successfully completing their probation period will receive a one (1) step increase in pay. New hire probationary employees will not be eligible for a step increase until their probationary period is successfully completed. The Cross Connection/Backflow Inspector must be certified in their field within six (6) months after obtaining this position to pass probation.
- B. Employees are eligible to receive a one (1) step pay increase in 2014, within the steps identified in Section 3, on the anniversary date of new hire or promotion whichever is applicable, if they meet the following eligibility:
  - 1. No Level 2, Level 3, or level 4 disciplinary actions on the employee's record since his/her anniversary date.
  - 2. The employee receives an overall annual performance evaluation for 2013 of "Meets Expectations" or better rating.
- C. Employees who are not step eligible due to being at the top level, but receive an overall annual performance evaluation for 2013 of "meets expectations" or better rating will receive a one-time lump sum payment of two hundred fifty dollars (\$250.00) payable on the anniversary date of new hire or promotion whichever is applicable.

**3. The existing language of Article 7, Section 5 of the Contract is hereby stricken and amended to read as follows:**

Section 5. Promotions

- A. An employee who is promoted to a higher pay classification will be placed in the step that gives that employee as close to a three percent (3%) pay increase as possible. Such promotion establishes the employee's anniversary date for the purposes of this Section. If the promoted employee is within six (6) months or less of having been eligible for their anniversary step increase at their former/lower classification prior to their promotion, they, if eligible, shall receive an anniversary step added to their wages on the date that it would have come due had they not accepted the promotion. Thereafter all Step increases will come due on the newly established promotion anniversary.
- B. Utility System Worker Grade II employees are eligible but not entitled after three years three months (3.3) of service as a permanent employee to be promoted to Utility System Worker Grade III, if the employee is rated satisfactorily by Management and meets the minimum qualifications for position.

**4. The existing language of Article 7, Section 8 of the Contract is hereby stricken and amended to read as follows:**

Section 8. Standby.

Any employee selected by Management as being on standby during non-normal work hours and specifically designated as a standby employee shall be compensated one (1) hour standby pay for each segment of time. Segment of time shall be defined as follows:

1. Segment one begins 7:00 am – 3:00 pm
2. Segment two begins 3:00 pm – 11:00 pm
3. Segment three begins 11:00 pm – 7:00 am

All standby pay will be compensated at regular straight time pay.

**5. The existing language of Article 4, Section 15 of the Contract is hereby stricken and amended to read as follows:**

Section 15. Commercial Driver's License/Motorcycle Endorsement.

- A. The City shall reimburse the employee's cost of renewing a Commercial Driver's License (CDL). The City shall pay the employee for the first original attempt to acquire his/her CDL. All subsequent testing attempts and fees associated with employees successfully acquiring their CDL will be the responsibility of the employee taking the test.
- B. The City shall reimburse the employees cost of renewing a motorcycle endorsement. The City shall pay the employee for the first original attempt to acquire his/her motorcycle endorsement. All subsequent testing attempts and fees associated with employees successfully acquiring their motorcycle endorsement will be the responsibility of the employee taking the test.

**6. The existing language of Article 6, Section 5 of the Contract is hereby stricken and amended to read as follows:**

Section 5. Personal Safety Equipment.

Each employee that is required to use personal safety equipment will be issued personal safety equipment as appropriate. After initial issue, personal safety equipment must be turned in to be replaced and replacement quantities shall not exceed the maximum allowance specified below. Management may replace safety equipment

beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional personal safety equipment items are available for purchase by employees at their own expense through the City uniform purchasing contract. The City and Union agree to meet biannually or as needed to review Personal Safety Equipment order form for availability of items listed on order form.

Rain gear: 1 issue – 3 years

Hip Boots: 1 issue – 2 years

Work Gloves: 4 issue – annually

Specialty Gloves: 1 pair every 2 years

Safety Glasses (non-prescription) – 4 pairs – annually

- Clear
- Tinted

Safety vests – 1 issue – quarterly

Hard hats – 1 issue – 3 years

**7. The existing language of Article 4, Section 3 of the existing Contract is hereby stricken and amended to read as follows:**

Section 3, Personal Leave Day Employee Benefits.

One (1) annual personal leave day will be granted to each employee of the bargaining unit beginning on January 1<sup>st</sup>, 2013 and continuing every January 1<sup>st</sup> there forth.

Personal leave shall be requested and approved in the same manner as vacation. Personal leave will only be taken in eight (8) or ten (10) consecutive hour increments based on the work hours an employee maintains when the time is taken.

Personal leave day cannot be carried over from one (1) year to the next.

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

**8. The existing language of Article 18 of the existing Contract is hereby stricken and amended to read as follows:**

This Agreement shall be effective January 1, 2013 and in full force and effect through December 31, 2015. Either party may reopen contract negotiations by written notice to the other party by March 1 on the subjects of wages for 2014 and 2015 and healthcare benefits and personal leave day, Article 4, Section 3 for 2015. All provisions of this Agreement shall continue in full force and effect during the negotiations for any successor Agreement. The City and AFSCME agree that the provisions of this Agreement may only be reopened by mutual consent of the parties throughout the term of this Agreement. In the event of severe budget shortfall caused by unforeseen external national and/or the significant curtailment of essential services provided by the bargaining unit members to the City's citizens, the parties agree to reopen Article 7 Wages.

Negotiations shall commence within thirty (30) days of the above required notice unless such time is extended by mutual agreement of the parties.

**9. The Table of Contents of Contract Number 42564 is hereby stricken and amended to read as follows:**

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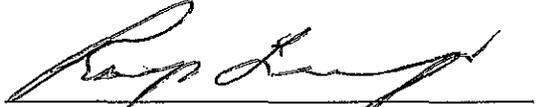
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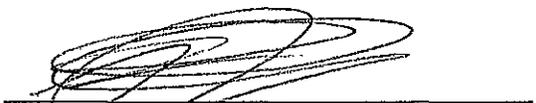
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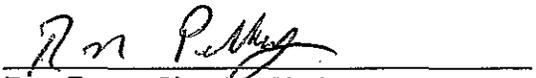
10. All other terms and conditions of City of Topeka Contract No. 42564, not specifically stricken or amended herein shall remain in full force and effect.

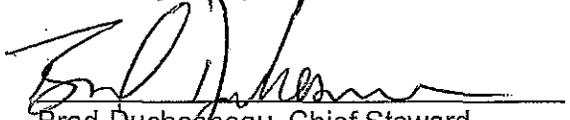
IN WITNESS WHEREOF, the parties have hereto executed this Amendment as of the day and year first above written.

**AFSCME WATER LOCAL 1294**

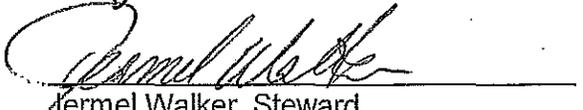
  
Roger Levings, Business Representative  
AFSCME, Council 72

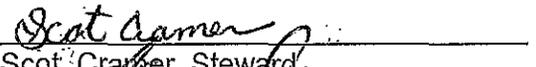
  
Pete Vobach, President

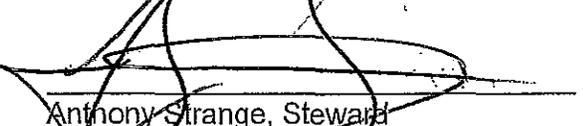
  
Ron Perry, Chapter Chair

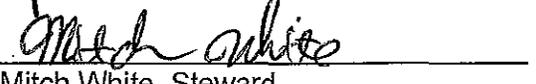
  
Brad Duchesneau, Chief Steward

  
Larry DeLong, Steward

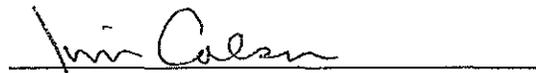
  
Jermel Walker, Steward

  
Scot Cramer, Steward

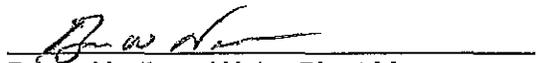
  
Anthony Strange, Steward

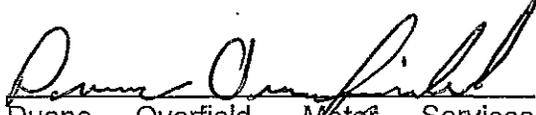
  
Mitch White, Steward

**CITY OF TOPEKA, KANSAS**

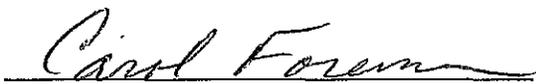
  
Jim Colson, City Manager

ATTEST:  
  
Brenda Younger, City Clerk

  
Bruce Northup, Water Plant Manager

  
Duane Overfield, Meter Services  
Manager

  
Charlie Shinn, Director Water Services

  
Carol Foreman, Assistant City Attorney



APPROVED AS TO FORM AND LEGALITY  
DATE 9-25-13 BY CW