

CITY OF TOPEKA CONTRACT NO. 43902

AMENDMENT NO. 2 TO CITY OF TOPEKA CONTRACT NO. 42564

THIS AMENDMENT NO. 2 to City Of Topeka Contract No. 42564 is entered into this 3<sup>rd</sup> day of November, 2014, 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, as amended by Contract No. 43155, 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 2015 on the subject of wages and other select items; and

WHEREAS, City and Union mutually agreed to open and discuss provisions related to inclement weather pay which created a new § 12 in Article 11; and

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

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

- 1. Article 11 of the Contract is hereby amended by the addition of a new section, which said section shall read as follows:**

Section 12. Inclement Weather Pay.

In the event of a snow or other emergency declaration by the City Manager 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. Inclement Weather Pay is paid at the employee's regular rate of pay and is not considered hours worked for purposes of overtime.

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

Section 3. Wage Schedule effective on January 3, 2015.

## HOURLY PAY SCHEDULES, GRADES & RATES

New 20 Step Matrix

Effective January 3, 2015

Pay Classification	Grade
Custodian	1
Utility System Worker II	2
Utility System Worker III	3
Leadperson	4
Class III Water Plant Operator	
Water Division Inventory Specialist	
Electrical/Instrumentation Mechanic I Cross Connection/Backflow Inspector I	
Foreperson	5
Electrical/Instrumentation Mechanic II Cross Connection/Backflow Inspector II	
Class IV Water Plant Operator	

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
WAT-REG	GRADE 1	W01	11.63	11.80	11.98	12.16	12.34	12.53	12.72	12.91	13.10	13.30	13.50	13.70	13.91	14.11	14.33	14.54	14.76	14.98	15.20	15.43
WAT-REG	GRADE 2	W02	13.60	13.80	14.01	14.22	14.43	14.65	14.87	15.09	15.32	15.55	15.78	16.02	16.26	16.50	16.75	17.00	17.26	17.52	17.78	18.05
WAT-REG	GRADE 3	W03	15.70	15.94	16.18	16.43	16.68	16.93	17.19	17.45	17.72	17.98	18.26	18.54	18.82	19.11	19.40	19.69	19.99	20.30	20.61	20.92
WAT-REG	GRADE 4	W04	17.19	17.45	17.72	17.99	18.26	18.54	18.82	19.11	19.40	19.70	20.00	20.30	20.61	20.92	21.24	21.56	21.89	22.23	22.57	22.91
WAT-REG	GRADE 5	W05	19.09	19.38	19.68	19.98	20.28	20.59	20.90	21.22	21.54	21.87	22.21	22.54	22.89	23.24	23.59	23.95	24.31	24.68	25.06	25.44
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	13.85	14.05	14.26	14.47	14.68	14.90	15.12	15.34	15.57	15.80	16.03	16.27	16.51	16.75	17.00	17.25	17.51	17.77	18.03	18.30
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	15.95	16.19	16.43	16.68	16.93	17.18	17.44	17.70	17.97	18.23	18.51	18.79	19.07	19.36	19.65	19.94	20.24	20.55	20.86	21.17
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	17.44	17.70	17.97	18.24	18.51	18.79	19.07	19.36	19.65	19.95	20.25	20.55	20.85	21.17	21.49	21.81	22.14	22.48	22.82	23.16
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	19.34	19.63	19.93	20.23	20.53	20.84	21.15	21.47	21.79	22.12	22.46	22.79	23.14	23.49	23.84	24.20	24.56	24.93	25.31	25.69
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	14.10	14.30	14.51	14.72	14.93	15.15	15.37	15.59	15.82	16.05	16.28	16.52	16.76	17.00	17.25	17.50	17.76	18.02	18.28	18.55
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	16.20	16.44	16.68	16.93	17.18	17.43	17.69	17.95	18.22	18.48	18.76	19.04	19.32	19.61	19.90	20.19	20.49	20.80	21.11	21.42
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	17.69	17.95	18.22	18.49	18.76	19.04	19.32	19.61	19.90	20.20	20.50	20.80	21.11	21.42	21.74	22.06	22.39	22.73	23.07	23.41
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION	W25	19.59	19.88	20.18	20.48	20.78	21.09	21.40	21.72	22.04	22.37	22.71	23.04	23.39	23.74	24.09	24.45	24.81	25.18	25.56	25.94
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION	W32	14.35	14.55	14.76	14.97	15.18	15.40	15.62	15.84	16.07	16.30	16.53	16.77	17.01	17.25	17.50	17.75	18.01	18.27	18.53	18.80
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION	W33	16.45	16.69	16.93	17.18	17.43	17.68	17.94	18.20	18.47	18.73	19.01	19.29	19.57	19.86	20.15	20.44	20.74	21.05	21.36	21.67
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION	W34	17.94	18.20	18.47	18.74	19.01	19.29	19.57	19.86	20.15	20.45	20.75	21.05	21.36	21.67	21.99	22.31	22.64	22.98	23.32	23.66
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION	W35	19.84	20.13	20.43	20.73	21.03	21.34	21.65	21.97	22.29	22.62	22.96	23.29	23.64	23.99	24.34	24.70	25.06	25.43	25.81	26.19
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W42	14.60	14.80	15.01	15.22	15.43	15.65	15.87	16.09	16.32	16.55	16.78	17.02	17.26	17.50	17.75	18.00	18.26	18.52	18.78	19.05
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W43	16.70	16.94	17.18	17.43	17.68	17.93	18.19	18.45	18.72	18.98	19.26	19.54	19.82	20.11	20.40	20.69	20.99	21.30	21.61	21.92
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W44	18.19	18.45	18.72	18.99	19.26	19.54	19.82	20.11	20.40	20.70	21.00	21.30	21.61	21.92	22.24	22.56	22.89	23.23	23.57	23.91
WAT-C4	GRADE 5 + CLASS 4 CERTIFICATION	W45	20.09	20.38	20.68	20.98	21.28	21.59	21.90	22.22	22.54	22.87	23.21	23.54	23.89	24.24	24.59	24.95	25.31	25.68	26.06	26.44

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

Section 4. Wage Schedule Administration.

A. Step Placement. Union agrees to a 20 step wage matrix with 1.5% increases between each step. The new matrix will be effective on January 3, 2015. Employees will be placed in the new matrix on January 3, 2015, the first day of the first full pay period of 2015, at the step which provides the employee at least a 1% increase to the hourly rate assigned to the step held by the employee as of January 2, 2015.

B. Probationary Steps. 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.

C. Anniversary Steps. Employees are eligible to receive a one (1) step pay increase in 2015, 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 2014 of "Meets Expectations" or better rating.

**4. The existing language of Article 7, Section 10, of the Contract is hereby amended to read as follows:**

Section 10. Shift Differential.

Permanent employees scheduled to work a shift which starts at or after 12:00 noon but before 6:00 a.m. shall be paid an additional seventy cents (\$0.70) per hour while working that shift.

**5. The existing language of Article 7, Section 11, of the Contract is hereby amended to read as follows:**

Section 11. Hazardous Material Team.

Each employee assigned to the Hazardous Material Team shall be paid an additional seventy-five cents (\$.75) per hour based on actual hours worked.

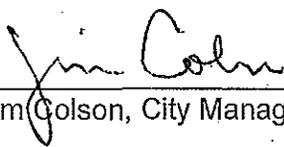
**6. All other terms and conditions of City of Topeka Contract No. 42564, as amended, not specifically stricken or amended herein shall remain in full force and effect.**

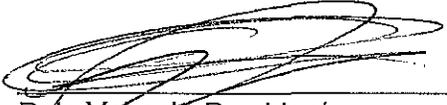
IN WITNESS WHEREOF, the parties have hereto executed this Amendment as of the day and year first above written.

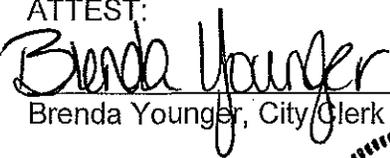
**AFSCME WATER LOCAL 1294**

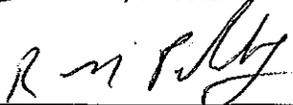
**CITY OF TOPEKA, KANSAS**

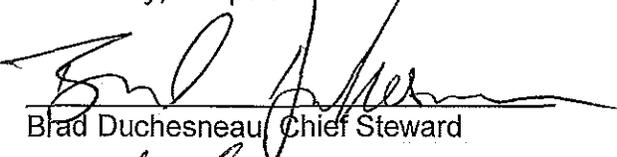
  
\_\_\_\_\_  
Roger Levings, Business Representative  
AFSCME, Council 72

  
\_\_\_\_\_  
Jim Colson, City Manager

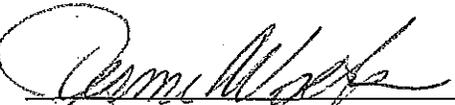
  
\_\_\_\_\_  
Pete Vobach, President

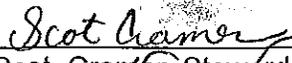
ATTEST:  
  
\_\_\_\_\_  
Brenda Younger, City Clerk

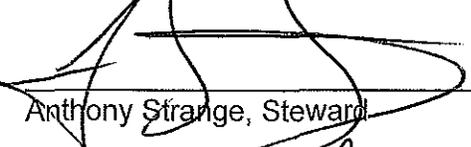
  
\_\_\_\_\_  
Ron Perry, Chapter Chair

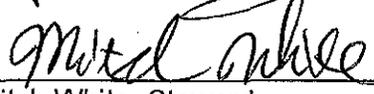
  
\_\_\_\_\_  
Brad Duchesneau, Chief Steward

  
\_\_\_\_\_  
Michael Eastwood, Steward

  
\_\_\_\_\_  
Jermei Walker, Steward

  
\_\_\_\_\_  
Scot Cramer, Steward

  
\_\_\_\_\_  
Anthony Strange, Steward

  
\_\_\_\_\_  
Mitch White, Steward



CITY OF TOPEKA CONTRACT NO. 43772JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 5<sup>th</sup> 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.

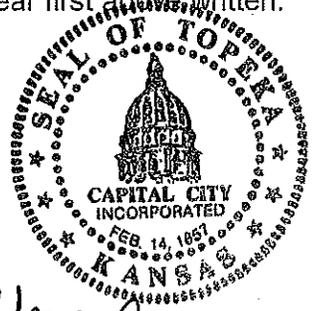
4. The parties agree to commence negotiations no later than September 1, 2015 to discuss cost-sharing for 2017 and potentially beyond following the selection of a wellness program vendor and establishment of an initial wellness program which includes a clinic component.

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 CAW

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