

# **CITY OF TOPEKA**

**CONTRACT # 42564**

**AGREEMENT**

**between**

**CITY OF TOPEKA**

**WATER DIVISION**

**and the**

**TOPEKA CITY EMPLOYEES**

**of**

**COUNCIL 72, LOCAL 1294**

**KANSAS PUBLIC EMPLOYEES UNION**

**AFSCME, AFL-CIO**

**JANUARY 1, 2013 – DECEMBER 31, 2015**



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## **ARTICLE 1 RECOGNITION AND UNION SECURITY**

### Section 1. 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 No. UDC 11-1974, as may be amended.

### Section 2. Employee Rights.

Public employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment. In accordance with existing state laws, public employees also shall have the right to refuse to join or participate in the activities of employee organizations.

### Section 3. Recognition.

The City of Topeka, Kansas, hereinafter referred to as the City, the Employer, or Management, recognizes Local 1294 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the Union, as the exclusive bargaining agent for all employees listed in the following job classifications within the following sections:

## WATER DIVISION

Plant Maintenance, Operations, Technical Services, Meter Services, Water Services, and Administration Sections.

- Utility System Worker II
- Utility System Worker III
- Foreperson
- Leadperson
- Cross Connection / Backflow Inspector I
- Cross Connection / Backflow Inspector II
- Electrical /Instrumentation Mechanic I
- Electrical /Instrumentation Mechanic II
- Custodian
- Water Division Inventory Specialist
- Class III Water Plant Operator
- Class IV Water Plant Operator

The Employer agrees to advise Union in advance of the elimination of any of the above classifications or the creation of new classifications within the bargaining unit. The Employer 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 listed personnel actions.

### Section 4. Check-off.

The Employer agrees to deduct the Union membership initiation fee, assessments, dues, and/or representation fee once each month from the pay of those employees who personally request in writing such deductions be made. The written authorization for the above deduction shall be to the Human Resources Department at least thirty (30) days prior to the day that the deduction is made. The amounts to be deducted shall be certified to the Employer by the official Treasurer or Director of the

Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the official Treasurer or Director of the Union by the end of the succeeding month after such deductions are made by the Human Resources Department.

The above shall not limit the right of any employee who after three hundred sixty-five (365) days from the date of his/her initial authorization to the Human Resources Department directs a written request to the Human Resources Department and the Union President stating that the employee no longer desires deductions for Union membership initiation fee, assessments, monthly and/or representation fees and requesting that his/her name be stricken from the list of employees authorizing deductions from their pay. Deduction cards or cancellation cards shall be provided by the Union and/or the Employer, on request by an employee, and shall be confidential.

The Employer agrees to the deduction of voluntary contributions to the Union's Political Action Committee. Such deductions shall commence within thirty (30) days of the Employer's receipt of a written authorization from the employee and shall cease within thirty (30) days of the Employer's receipt of a written memorandum from the employee canceling such deduction. The Union agrees to reimburse the Employer for administrative costs incurred in the performance of this function.

All authorized deductions shall take priority over Union dues deductions and the Employer shall not be held liable for Union dues deductions in the event there is insufficient salary to cover the amount deducted for Union dues. The Employer shall not be liable for retroactively deducting Union dues at any time. The Employer shall not

be liable for any type of voluntary deductions in the event the employee is on Workers Compensation or any type of leave during which no salary is earned.

Section 5. Orientation of New Employees.

The Employer shall provide a listing of new bargaining unit employees to the Union every three (3) months. The listing shall contain the employee's name and classification.

Section 6. Visits by Union Representatives.

The Employer agrees that accredited representatives of AFSCME, whether local Union Representatives, district council representatives, or international representatives, may be allowed, upon giving notification to Management, the right to visit with the employees during work hours to conduct Union business.

Section 7. Bulletin Boards.

The official Division bulletin boards presently provided for posting notices to employees in each Division and/or section within said Division may be made available to the appropriate Union official for the purpose of posting approved notices of Union meetings, results of elections and Union activities. Such notices shall be signed by a Union officer and a copy of the notice shall be provided to Management at the work location where the notice is to be posted on the board.

Section 8. Distribution of the Memorandum of Agreement.

The Employer will make available to the Union one copy of this agreement for each employee in the appropriate unit within one (1) 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 Employer one-half (1/2) of the cost of producing copies of the Memorandum of Agreement. Prior to proceeding with the process, the City shall obtain informal bids for producing the new document and shall confer with AFSCME, Local 1294, Water Division regarding the design, color, layout, cost and any related consideration.

## ARTICLE 2 DEFINITIONS

The following terms, when used in any Article, shall have the meaning as prescribed to them in this Article unless the context clearly indicates otherwise:

- A. Full-Time Employee: is one who works a minimum of forty (40) hours per work week on a regular and continuing basis.
- B. Part-Time Employee: is one who works less than forty (40) hours per work week on a regular and continuing basis.
- C. Permanent Employee: is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period as stated in Article 2.H.
- D. Temporary Employee: is one who works on an irregular or non-permanent basis.
- E. Overtime Work: shall mean all hours actually worked outside an employee's normal schedule.
- F. Emergency Overtime Work: shall mean work that, in addition to meeting the conditions of overtime work, meets any one of the following conditions as determined at the exclusive discretion of Management:
  - 1. Work needed to protect the health and well being of the community.
  - 2. Non-scheduled or unpredictable in nature.
  - 3. Outside of normally scheduled working hours.
- G. Probation: shall mean that period of time an employee works in a specific classification prior to permanent assignment to that classification. The probationary period shall be regarded as an integral part of the

selection/screening process and shall be utilized for closely observing the employee's work and for securing the most effective adjustment of a new or promoted employee, as determined by Management.

Initial Hire. All new employees serving in their first employment status with the Employer or in a subsequent employment status interrupted by more than one hundred twenty (120) days shall be considered probationary employees until they have completed one thousand forty (1040) regular hours after which their seniority shall date back to their most recent date of hire. The Employer shall be the exclusive judge of a probationary employee's qualifications and ability and shall be the exclusive judge in deciding whether to continue such an employee's employment. Provided, that Management, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, may, with just cause, increase the probationary period up to an additional one thousand forty (1040) hours.

H. Probation: Newly Promoted, Transferred and/or Voluntarily Demoted. All employees within the bargaining unit shall be eligible for a transfer to a job classification in the same, lower or higher salary range as their current job classification without regard to race, sex, or any other legally protected status, provided each employee shall meet the minimum requirements of the classification, and provided further, that such transfers or voluntary demotions or promotions within or from outside the bargaining unit shall be on a probationary basis for five hundred twenty (520) regular hours.

In the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, Management may, with just cause, increase the probationary period up to an additional one thousand forty (1040) hours.

- I. Classification: shall be defined as categories into which employees are grouped which are sufficiently alike in duties and responsibilities to be called the same descriptive title, to be accorded the same pay scale, and to be required substantially and relatively similar knowledge, skills and abilities.
- J. Position Description – shall be defined as specifying job duties within a classification.
- K. Promotion: the advancement of an employee by Management to a higher paying position on a permanent basis.
- L. Funeral Leave: shall be defined as time away from work to attend the funeral of an immediate family member as covered in Article 4, Section 4.
- M. 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, grandparent, spouse's grandparent, grandchild, uncle, aunt, or a family member of the immediate household permanently residing under the same roof. Provided, however, that no parents or grandparents of a spouse shall qualify other than the spouse of a current marriage and the spouse must reside with the employee.
- N. Non-Immediate Family Member: shall be defined as any relative not specifically defined in Article 2.M above.

- O. Serious Illness: shall be defined as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential care facility; (2) absence from work for more than three (3) consecutive days and continuing treatment by a health care provider; (3) pregnancy; (4) a chronic health condition; (5) a long-term or incurable health condition; (6) a condition requiring multiple treatments to avoid periods of incapacity of more than three (3) consecutive calendar days or for restorative surgery.
- P. Holiday: A holiday shall consist of a number of hours consistent with the number of hours worked by an employee on his/her normal or regularly scheduled shift.
- Q. 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 Society.
- R. Management: shall mean the City Manager, Public Works Director, Office of Utilities and Transportation Director, Division Director or their designee to perform a function on behalf of the City of Topeka.
- S. Employer: shall mean the City of Topeka, the City Manager, the Public Works Director, Office of Utilities and Transportation Director, Division Director or their designee, whichever may be appropriate.
- T. OUTD: shall mean the Director of the Office of Utilities and Transportation or his/her designee.

U. Water Main Replacement Crew. The Water Main Replacement Crew will be made up of qualified employees selected by management for the purpose of completing water main projects initiated by the OUTD.

## **ARTICLE 3 HOURS OF WORK**

### Section 1. Regular Hours.

The normal work week for full-time employees in the appropriate unit shall be forty (40) hours in a regularly recurring period of one hundred sixty-eight (168) hours in the form of seven (7) consecutive twenty-four (24) hour periods. The normal workday for full-time employees in the appropriate unit shall be eight (8) consecutive hours within a twenty-four (24) hour period, in five (5) consecutive days or ten (10) consecutive hours within a twenty-four (24) hour period in four (4) consecutive days. All employees shall be assigned to a regular work shift and each work shift shall have a regular starting and quitting time.

### Section 2. Work Schedules.

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. All work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable divisional bulletin boards. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Employees will not be sent home early for the purpose of avoiding overtime. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3.

B. The normal work day for employees covered under this agreement shall be 7:00 a.m. to 3:00 p.m. for eight (8) hour employees Monday through Friday, 7:00 a.m. to 5:00 p.m. for ten (10) hour employees Monday through Thursday or Tuesday through Friday, with the exception of Water Plant Operations.

### Section 3. Emergencies.

When Management has determined that an emergency exists, the Union agrees that the provisions of this Section may be temporarily altered in order to control the situation which has caused the emergency. Emergencies may include but not be limited to: Unscheduled Personnel Shortage, Main Breaks, Cut Mains, Emergency Locates, Red Water Calls, Natural Disasters, and Terrorist Acts.

### Section 4. Meal Periods.

A. Employees working a regular eight (8) hour five (5) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty 30 minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work should an emergency or operational needs require. The meal period shall be at the job site or close proximity

Employees working a regular ten (10) hour, four (4) day work schedule shall be granted a paid thirty (30) minute meal period during each work shift. Those employees allowed a thirty (30) minute meal period shall be permitted to eat as near the middle of the shift as possible provided these employees shall be available for work

should an emergency or operational needs require. The meal period shall be at the job site or close proximity.

Employees assigned to the following job classifications, as a result of the duties assigned to these positions, shall work a continuous shift. Employees so assigned shall be entitled to a reasonable meal period as near the middle of the shift as possible provided these employees shall be available for work while eating their meal for the purpose of servicing any equipment needing immediate attention.

Class III Water Plant Operator

Class IV Water Plant Operator

B. **Unscheduled Overtime Meals.** When any employee is required to work overtime he/she shall be entitled to an uninterrupted unpaid thirty (30) minute rest period for a meal, if the emergency call meets or exceeds four (4) hours. Management will provide a meal for every four (4) hours of unscheduled overtime to the employee who is required to work a minimum of four (4) hours of unscheduled overtime. If Management determines that the employee cannot take an unpaid uninterrupted thirty (30) minute meal break, then at the end of the work period, the employee shall either receive a meal (but the time spent eating shall be unpaid) or receive a maximum payment of \$9.50 in lieu of the meal.

C. **Scheduled Overtime Meals.** Management shall provide an uninterrupted unpaid thirty (30) minute rest period for and provide a meal for every four (4) hours of scheduled overtime excluding the first four (4) hours of scheduled overtime provided that the employee was given a minimum of two (2) hours of notice of the scheduled overtime between the time the employee was released from duty and the scheduled

overtime commenced. If the employee is unable to take an uninterrupted unpaid thirty (30) minute meal break during the second or subsequent 4 hour block of overtime, at the end of the work period the employee shall either receive a meal (but the time spent eating shall be unpaid) or receive a maximum payment of \$9.50 in lieu of the meal..

D. If an employee works consecutive four (4) hour periods except for the first 4 hour period of scheduled overtime, Management shall authorize a meal for each full four (4) hour period, provided however, the employee may elect to be paid \$9.50 for one (1) four (4) hour period in any 24 hour period. The in-pocket payment will not exceed \$9.50. Management will pay \$9.50 towards the cost of an employee's meal at the restaurants at which the City has a contractual agreement; provided however management will adjust the meal allowance at those restaurants to cover the cost of a standard and reasonable meal.

E. In the event that the overtime cost savings incentive described in Article 7 is not implemented, then overtime meal periods shall be compensated beginning with the first full pay period in July 2013.

#### Section 5. Rest Periods.

All employees shall be granted one (1) fifteen (15) minute rest period during each four (4) hour period. The rest period shall be at or near the job site and shall not be used to extend an employee's meal period unless mutually agreeable between the employee and Management. Under no circumstances shall a rest period be used to leave work early.

Section 6. Clean-up Time.

All employees 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, when work conditions dictate, the before meal clean-up period may be extended to ten (10) minutes.

Section 7. Time and Place for Reporting for Work.

All employees shall be assigned a regular reporting station and shall be ready to commence work, or depart to a job site at the beginning of each work shift. Employees reporting late for work shall not have their time start until the next one-quarter (1/4) hour after reporting.

An employee not available at the beginning of his/her work shift, or at the beginning of the second half of the work shift, shall not commence work until he/she has satisfactorily reported to the job supervisor on his/her assigned job and executed a signed reporting form, stating the exact time he/she reported to work. No employee shall be authorized to drive his/her personal vehicle to or from the job site on City time without prior approval of Management. Any employee reporting to work late (after the beginning of the work shift) shall not have his/her time started until the next quarter hour.

## ARTICLE 4 EMPLOYEE BENEFITS

### Section 1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The Day following Thanksgiving Day

Christmas Eve Day

Christmas Day

Eligible employees shall receive pay as defined in Article 2.P. for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

To the extent possible the holidays shall be observed on the foregoing days however, the Employer may designate alternate days for observance of the holiday,

A. Holiday Work. If an employee is required to work holidays, he/she shall be paid double time for all hours worked in addition to his/her normal pay for the holiday.

If an Operations employee (Operator) is scheduled to work a holiday and the Operator wishes to take a leave day on the same holiday, it shall be the responsibility of the Operator to find a qualified replacement to work for him/her on the holiday prior to being eligible to receive approval for taking the holiday off.

B. Alternative Day Off. Employees whose normal work shift is a ten (10) hour day Monday through Thursday or Tuesday through Friday shall be given an alternate day off when the observed holiday falls on their regularly scheduled day off. The alternate day off shall be designated by Management.

C. Eligibility Requirement. Employees shall be eligible for holiday pay if they meet all of the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on an approved day off or approved vacation; and

2. The employee must have worked a full work week in which the holiday is observed, and he/she must work the day before and after the holiday to be eligible. Use of Sick Leave shall count as hours worked to meet the full work week requirement. Use of Sick Leave shall also be considered as hours worked to meet the requirement of working the day before and the day after the holiday for employees who have one hundred sixty (160) hours or more accumulated sick leave or a doctor's confirmation of illness.

Provided, however, an employee who is utilizing Sick Leave for a serious illness as defined in Article 2.O. shall be exempt from these

requirements as long as the employee is not being covered solely by Workers Compensation (an employee who is being covered by Workers Compensation shall receive holiday pay in a prorated amount in order to equate to a full day of pay when added to the amount received from Workers Compensation without utilizing sick or other type of leave).

If a holiday is observed on an employee's scheduled day off or during his/her vacation, he/she shall be paid for the un-worked holiday at straight time only.

## Section 2. Vacations.

A. Eligibility and Allowance. Employees shall earn vacation by pay periods according to the following chart (prorated in relation to the average number of hours worked per week provided the employee works at least an average of twenty (20) hours per week):

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 probation period of one thousand forty (1040) hours. The forty-eight (48) hours of vacation leave shall not be credited to any employee who is required to serve an extended probation period until the employee has successfully completed all required probationary time.

The maximum carry-over from year to year for any forty-hour employee shall be two hundred forty (240) hours or thirty (30) days.

Employees shall be allowed use of accrued vacation time in minimum one quarter (1/4) hour increments.

| Service Requirement                                      | Hours Per Pay Period | Hours Per Year | Days Per Year |
|--|----------------------|----------------|---------------|
| 0 thru end of 5th year                                   | 3.692                | 96             | 12            |
| Beginning of 6th year thru end of 15th year              | 5.539                | 144            | 18            |
| Beginning of 16th year thru end of 24 <sup>th</sup> year | 7.385                | 192            | 24            |
| Beginning thru end 25th year                             | 7.692                | 200            | 25            |
| Beginning thru end 26th year                             | 8.000                | 208            | 26            |
| Beginning thru end 27th year                             | 8.308                | 216            | 27            |
| Beginning thru end 28th year                             | 8.615                | 224            | 28            |
| Beginning thru end 29th year                             | 8.923                | 232            | 29            |
| Beginning of end 30th year thru end of service           | 9.231                | 240            | 30            |

B. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

C. Choice of Vacation Period. Whenever possible, vacation requests of two (2) days or less shall be made in writing to Management at least twenty four (24) hours prior to the first day of the requested vacation. Management shall be reasonable in approving or disapproving said request in a timely manner. Such requests shall not displace previously approved vacations.

All scheduled vacations in excess of two (2) days must be requested in writing to Management at least two (2) weeks prior to the first day of the

requested vacation. Management shall respond in writing within two (2) working days of the request. In the event two (2) or more employees within the same Section apply for vacation in writing for the same time period and if the nature of the work makes it necessary to limit the number of employees by Section to be on vacation at the same time, the employee with the greater Divisional seniority shall be given his/her choice of vacation period. Such request shall not displace previously approved vacations. Designation of an emergency vacation will be made on an individual basis at reasonable discretion and approval of Management.

D. Holiday During Vacation Period. If a designated holiday, as provided in Section 1 of this Article, occurs during the work week in which a vacation is taken by an employee, the number of days charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred. Provided, however, all employees who intend to take an added day vacation for any paid holiday falling within their chosen vacation period shall notify Management in writing of their intention to take an added day vacation and shall state precisely the date they shall return to work.

E. Payment For Unused Vacation. Any Employee whose employment is terminated, voluntary or involuntary, or by retirement, and has unused vacation for that year, shall be entitled to a lump sum payment for all unused accrued vacation. In the event of the employee's death the payment will be made to his/her estate.

F. Employees may be paid up to a maximum of forty (40) hours of accrued vacation leave. Request for payment shall be made by December 1. Payments will be made on the final pay check of the calendar year. Employee must have a minimum carry over of vacation time to the next year of eighty (80) hours and have a sick leave balance of one hundred twenty (120) hours.

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in December. Payment will be made at the end of the first pay period in December.

#### 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> thereafter.

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.

#### Section 4. Sick Leave.

A. Accumulation. Forty (40) hour employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period. The maximum accrual allowance for sick leave shall be one thousand forty (1040) hours for a full-time forty (40) hour employee. An employee must be performing assigned duties or on authorized accrued paid leave to be eligible to accrue sick leave; provided, however, that any

employee who is utilizing sick leave as a supplement to temporary total Workers Compensation in order to receive a full pay check shall accrue sick leave at the rate specified above provided that the amount of pay for the supplemental paid sick leave and pay from Workers Compensation total an amount of pay equal to the employee's regular or normal pay per pay period.

B. Payment. An employee shall receive hour-for-hour reimbursement for sick leave usage only if the employee is utilizing sick leave for approved purposes. Employees shall notify their supervisor of their unavailability for work due to illness or injury prior to their normal or regular shift starting time. Notification of unavailability at any time after the employee's normal starting time shall cause payment for sick leave to be granted in an amount equal to the number of hours or minutes between the time of notification and the time of the employee's normal or regular quitting time. Employees who wish to receive full prevailing rate reimbursement for sick leave shall make such a request to their duly authorized supervisor. The reimbursement request may be subject to reasonable audit, confirmation and approval in writing by the duly authorized supervisor prior to authorization of such payment through normal payroll procedures. Requests for reimbursement submitted more than two (2) working days from the date the employee returns to work shall not be honored and claims submitted following termination of employment shall not be reimbursed. Reimbursement for 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.

C. Acceptable Use. Sick leave may be utilized in minimum one-quarter (1/4) hour increments when an employee is unable to perform duties due to a personal

sickness or injury; the illness of an employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee; need for medical, dental, or other routine diagnostic or remedial treatment by the employee or the employee's spouse, children, step-children, parents, grandparents or only grandchildren living with the employee, provided that sick leave granted for such purposes shall not exceed the actual time necessary for examination or treatment and reasonable travel time as determined by Management.

In non-emergency situations, the employee shall schedule as much as possible medical or dental appointments, and/or treatments at a time which does not unduly interfere with job-related duties and shall notify his/her supervisor as soon as the time of appointment is known. Sick leave may also be allowed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

Sick leave reimbursement may be allowed for elective surgery. If this use of sick leave is necessary for a period exceeding three (3) days, arrangements shall be made in advance between the employee and Management so that the leave shall be at a time when work situation allows.

D. Payment on Retirement. Any employee retiring under KPERS or the Social Security System will be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum payment of three hundred sixty-four (364) hours at their respective prevailing rates.

E. Return to Work. Any employee who is absent for forty (40) or more consecutive scheduled work hours shall be required to report to the Human Resources Department prior to reporting to work. The Human Resources Department may require

the employee to provide the City Medical Officer with a medical report from a medical doctor duly certified by the State of Kansas Medical Society, showing that the employee has been treated and released to full duty. Failure to provide a doctor's statement as required may result in disciplinary action as provided for in Article 9 of this Agreement. The City Medical Officer, at his/her reasonable discretion, may waive the above requirement on a showing of good cause and on a case-by-case basis. A waiver shall not constitute a precedent for any future waiver nor shall it be the subject of the grievance procedure.

An employee who is off work for any period as a result of a work-related injury shall, when reporting back to work, present to the City Medical Officer a medical statement from a medical doctor duly certified by the State of Kansas and the Kansas Medical Society, showing he/she is capable of performing his/her full regular duties.

An employee who is off work for any period as a result of work related injury shall be assigned light duty if the City's Medical Officer so orders and such light duty is available. Any employee refusing to be examined by the City Medical Officer may be subject to disciplinary action which may include immediate termination.

F. Abuse. Any employee who appears to have established a pattern of using sick leave improperly, shall receive a written notice from Management notifying him/her of the alleged abuse. Thereafter, the employee shall be referred to the Human Resources Department for consultation.

In addition, the employee may be required to provide a doctor's statement for future absences for sick leave purposes.

Failure to comply with providing the above doctor's statement may result in disciplinary action which may include termination. Provided, if the above required doctor's statement shows no illness of any nature to support the claim of sick leave, the employee may be subject to disciplinary action.

G. Workers Compensation. An employee who is receiving temporary total disability Workers Compensation benefits may prorate his/her accrued sick leave in an amount representing the difference between his/her normal base salary and the amount he/she is receiving from Workers Compensation.

H. Non-City Employment Injury. 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 City (sick) leave or other paid leave usage, provided the employer is insured and further provided a Workers Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay lost to the City.

I. Transfer Rights. Any employee who is transferred, promoted, demoted, reassigned or otherwise placed in a different department shall be entitled to retain accrued sick leave.

J. Sick Leave Payout. Accrued Sick Leave in excess of fifty-six (56) hours during the twelve (12) month period from November 1st to October 31st may be paid by the City at the rate of one hundred percent (100%) of the employee's straight time base pay at the time of request for payment by the employee. In no case shall the employee be paid for more than forty (40) hours in any year at the rate spelled out above.

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December.

K. Sick Leave Accrual Incentive. Employees shall be eligible for an annual sick leave accrual incentive for accruing and maintaining adequate sick leave. The amount of the incentive shall be determined by the sick leave balance available on October 31<sup>st</sup> of each year after deducting the sick leave (if any) applied to the payout in paragraph J above and calculated as follows:

|                                    |       |
|------------------------------------|-------|
| 250 hours of sick leave            | \$125 |
| 500 hours of sick leave            | \$300 |
| 750 hours or greater of sick leave | \$500 |

Such requests for payment shall be in writing from the employee prior to the beginning of the first pay period in November. Payment will be made no later than the last pay period in December.

Section 5. Leaves of Absence.

A. Eligibility Requirements. Employees shall be eligible for leaves of absence after completing their initial probationary period with the Employer.

B. Application for Unpaid Leave. Any request for an unpaid leave of absence shall be submitted in writing by the employee or the employee's next of kin to Management ten (10) days prior to the date of the requested leave of absence. The request shall state the reason the leave is being requested and the exact length of time off the employee desires.

1. Leave of Absence in Excess of Twenty-five (25) Days. All authorizations for leaves of absence in excess of twenty-five (25) working days shall be approved by Management and a copy of the approval shall be made available to the office of the head of the section of the Division to which the employee is assigned.

Employees on unpaid leaves of absence in excess of thirty (30) calendar days shall not be eligible for benefit accruals nor shall the unpaid leave time count towards seniority or time in grade for wage adjustments. Provided, however, an employee on unpaid leave of absence for an authorized Union business leave shall not be eligible for accruals nor shall the unpaid leave time count toward seniority or time in grade for wage adjustments following ninety (90) calendar days on unpaid leave.

2. Approval for Leave of Absence of Twenty-Five (25) Days or Less. All authorizations for leaves of absence which are of twenty-five (25) days or less in duration may be granted by Management on a case-by-case basis.

3. Emergency Leave of Absence of Twenty-Five (25) Days or Less. An emergency leave of absence shall be defined as any leave where the required notice cannot be given for valid reasons, or any other situation so designated by Management at its discretion. Authorization given by Management shall be given on a case-by-case basis and shall not set a precedent for any future case, nor shall it be subject to the grievance procedure.

C. Paid Leaves of Absence.

1. Funeral/Family Crisis Leave. Employees shall receive a maximum of three (3) working days per occurrence not to be deducted from any hourly accruals:

a. In the event of a death in the immediate family of an employee, the number of days leave granted with pay to the employee shall be authorized by the Division Director, or their designee, but in no event shall an employee be authorized a leave of absence with pay to exceed three (3) work days per incident, as requested by employee.

The term immediate family as used in this Subsection A shall include the employee's spouse, employee's child(ren), employee's sons-in-law, employee's daughters-in-law, employee's step child(ren), employee's parents, employee's step parents, employee's grandparents, employee's grandchild(ren), employee's sibling(s), employee's first aunts or uncles: spouse's parents, spouse's step parents, spouse's grandparents, spouse's grandchild(ren), spouse's sibling(s); or any family member of the immediate household permanently residing under the same roof; or any other person residing under the same roof in a shared living arrangement with the employee (but not including a person renting living space from the employee); or other family members approved by the Division Director, or their designee.

If requested by the Division Director, or their designee, the employee may be requested to produce evidence of the death of the immediate family member.

Any employee who has misrepresented a death in the family as defined above shall be subject to disciplinary action under terms of Article 9 under this Agreement.

The Division Director, or their designee, may grant up to two (2) hours funeral leave to attend the funeral of an employee.

b. Family crisis leave shall only apply to disasters such as fire, flood, tornado etc. affecting an employee or a member of an employee's immediate family as defined in Article 2.M.

c. 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.

D. Determination of Eligibility for Funeral/Family Crisis. Determination of eligibility for funeral/family crisis leave use shall be made by the Division Director or his/her designee exercising reasonable discretion and consistent with personnel guidelines and the guidelines set forth in this Section. Additional time, if needed, may be allowed from other leave accruals or pursuant to leave of absence provisions.

E. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service with proof to Management. Employees on jury duty will be assigned and considered working on the first shift until they are released from jury duty.

F. Civic Duty. Employees required to appear before a court on any matter not related to their work and in which they are not personally involved as a plaintiff or

defendant shall be granted a leave with pay with proof to Management of the necessity of such appearance for the period necessary to fulfill their civic responsibilities. Employees elected to any political or legislative position who request a leave of absence to perform their civic duty shall be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities if approved by the Management.

#### Section 6. Healthcare Benefits.

The Employer and Union have agreed to the terms and conditions of healthcare benefits for employees and dependents in a Memorandum of Agreement, City of Topeka Contract No. 42395, a copy of which is attached hereto as Appendix A.

#### Section 7. Benefits Committee

AFSCME Local 1294 shall be entitled to select one (1) employee from the Division as a representative to the City Employees Benefits Committee. Union Representatives will receive the regular rate of pay for the time spent in meetings during their regularly scheduled hours of employment.

#### Section 8. Pension

The Employer agrees to operate under the Kansas Public Employees Retirement System Act as it may be amended from time to time.

## Section 9. Employee Development

The purpose of the following employee development program is to promote improved productivity in City services.

- A. Only full-time benefit eligible employees may be reimbursed for tuition expenses for academic or technical courses pursued through recognized accredited educational institutions.
- B. The course must be relevant and directly related to the employee's current job duties as determined by Management, or any course including outside-the-major electives required for a degree or certificate in a field in which the employee would have a reasonable expectation of being promoted while employed at the Water Division.
- C. Up to one thousand dollars (\$1,000.00) per year may be authorized and reimbursed for eligible employees.
- D. An employee must complete the request for tuition reimbursement form as provided by the Human Resources Department and have the concurrence and signature of Management and the Human Resources Department before the employee can 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/passing of the course and proof of payment for the course must be received by the Human Resources Department within two (2) months after the ending date of the semester/quarter in order for the employee to receive reimbursement.

- E. The City will not reimburse employees for non-credit special interest courses completed by examination only, continuing education courses, late fees, lab fees, extracurricular fees, textbooks or other course related materials and tuition covered by other sources such as government assistance to a veteran (GI Bill), grants, scholarships, and similar programs.
- F. An employee attending a course pursuant to these guidelines during working hours may arrange with Management to utilize vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).
- G. Management shall make every effort to budget for and approve reimbursement for academic courses for their employees. Management shall approve courses on a first come, first served basis in a non-discriminatory manner.

Section 10. Cafeteria Benefit Plan.

Any benefit-eligible employee shall be eligible to participate in the Cafeteria Benefit Plan as defined by the City of Topeka.

Section 11. Deferred Compensation.

Any benefit-eligible employee shall be eligible to participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 12. Mileage Reimbursement.

Use of an employee's private vehicle for City business shall be approved by Management. The reimbursement for use of a private vehicle shall be at the current City rate.

Section 13. Physical Fitness.

The City has established a physical fitness program for City employees. Any employee desiring to participate in this program shall register with the Wellness Center. The employee shall have full access to the facilities within the Wellness Center. Any employee may, by payroll deduction, have the membership fee for their spouse deducted from his/her paycheck.

Section 14. Voting Time.

An employee, eligible and registered to vote in a primary, general, or special election held within the state shall, on the day of such election, be entitled to absent himself/herself from the workplace for a period not to exceed two (2) consecutive hours during the last two (2) hours of the scheduled duty day; provided, however, that if the polls are open after terminating work but the period of time the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to absent himself/herself from the workplace for such a period of time which, when added to the period of time the polls are so open, will not exceed two (2) hours. An employee shall not, because of so absentsing himself/herself, be subject to any penalty, nor shall deductions be made on account of such absence, from the employee's usual salary or wages.

Section 15. Commercial Driver's License.

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.

Section 16. Funeral Expense.

Where an employee in regular pay status with the City dies from an illness contracted or an injury received during the performance of the employee's duties, the City shall pay the sum of five thousand dollars (\$5,000.00) to such beneficiary or beneficiaries as may be designated by the employee on his or her Kansas Public Employees Retirement System (KPERS) pension form. In the event the deceased employee has designated more than one (1) beneficiary on their KPERS pension 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.

Section 17. Use of City Facilities and Office Equipment.

A. The Union may request the use of City facilities in which to conduct Union business. Request for the use of the facilities shall be made no 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.

B. The City agrees to allow the Union executive board the limited and reasonable use of the City's computers, telecommunications and office equipment for Union business. Such use shall not interfere with the conduct of city business. Union may provide supplies used or reimburse the City for the actual cost of supplies.

Section 18. Legal Counsel/Representation.

The City will provide legal counsel/representation for bargaining unit members against whom suit is brought in civil and/or criminal cases based on activities alleged to be within the scope of the bargaining unit member's official duties. The City will assume financial liability for all monies awarded to claimants as the result of activities found to be within the scope of such official duties; provided, however, that in situations involving unlawful or malicious actions, willful misconduct, or gross and wanton negligence by the bargaining unit member, the City shall not be liable for payment under this clause.

## ARTICLE 5 SENIORITY

Section 1. Definition. Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in any of the following categories:

- A. City Seniority - The total length of uninterrupted service following initial date of hire with the Employer.
- B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific Division where the employee is presently employed.
- C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific Division of the Employer. The total length of uninterrupted service includes time served in an acting capacity within the classification where there is no break in service between the acting assignment and promotion.

Section 2. Loss of Seniority. An employee's seniority accumulation shall stop if the employee:

- 1. Is discharged for just cause.
- 2. Retires.
- 3. Quits or resigns. There shall be no break in continuous service when any employee voluntarily resigns under good terms and returns to work, in the same Division, within one hundred twenty (120) days. Provided, however, that any employee who does not receive direct compensation from the Employer shall not accrue seniority during the break in service.

Section 3. Seniority Lists.

Management shall maintain an up-to-date seniority list of all employees which shall contain the: (1) name of each employee; (2) date of hire; (3) date entered the Division; and (4) date entered the classification.

Every six (6) months, Management shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union.

Employees assigned to an acting position shall continue to accrue seniority in their prior position. If an acting assignment is changed to permanent status, the seniority then changes to the day the employee started the acting assignment.

Section 4. Probation Period. Probation shall be defined as set forth in Article 2, paragraphs G and H. Failure of the employee to satisfactorily perform the duties of the new position (by transfer and/or promotion) as reasonably determined by Management will result in the reinstatement of the employee to his/her former position without loss of seniority.

- A. A newly hired probationary employee shall have no seniority until the completion of the probationary period. At that time, the employee shall acquire seniority from the date of hire.
- B. Newly promoted probationary employees shall have no classification seniority until the completion of the promotional probationary period. At that time the employee shall acquire seniority from the date of the promotion.

Section 5. Vacancies-Transfers-Promotions.

A. Vacancies:

For purposes of this Article, a vacancy is created when:

1. Management has approval to increase the work force and decides to fill the position or positions; or,
2. Terminations, resignations, transfers within or out of the bargaining unit: promotions or demotions take place and Management decides to replace the previous incumbent.
3. Should it be necessary to fill any vacant positions with Temporary or Part-Time workers for a period longer than ninety (90) days Management agrees to consult with the Union.

NOTE: Management agrees to notify the Union of vacancies which will not be filled at the time such Management decisions are made.

B. Transfers:

For purposes of this Article, a “transfer” means the lateral movement of an employee in the same pay range to a position within a different classification in the same pay range. Any employee who is transferred either voluntarily or involuntarily to a new position in another section will transfer his/her classification seniority to that new position.

C. Promotion:

The term “promotion,” as used in this section, means the advancement of an employee by Management to a higher paying classification on a permanent basis as defined in Article 2.I of this Agreement.

### Section 6. Posting of Vacancies.

Whenever a vacancy is to be filled, a notice of the vacancy shall be posted on the bulletin boards of all sections of the Division for five (5) consecutive full working days. .

Employees within the Division, during the five (5) full workdays the job is posted on the official board, may apply in writing to Management for the vacant position. Those employees on layoff or on leave may also apply during this five (5) full working day period.

The Employer may seek qualified applicants via the City Department of Human Resources' application procedure in the event no qualified Divisional employee applies for the position within the five (5) day period specified above.

Entry level positions may be posted concurrent to bargaining unit employees and outside the Division. In the event a bargaining unit employee applies for an entry-level position, he/she will be given first consideration.

### Section 7. Selection.

Qualifications and seniority will be used in determining which employee will be selected to fill the vacant position. The decision as to the qualifications shall be reasonably determined by Management. The selection may be based on the following:

- A. Possesses the physical and other qualifications with or without reasonable accommodations to do the work;
- B. Performs the work in the manner required by the Employer;

- C. Cooperates with the supervisors and observes Employer rules and regulations;
- D. Protects the property and interests of the Employer;
- E. Reports to work promptly and regularly;
- F. Maintains harmonious relations with co-workers; and
- G. Possesses a positive attitude toward advancement and the assumption of additional responsibility.

The position will be awarded to the most qualified employee with, first, the best qualifications; and second, divisional seniority.

In the event the senior employee is not appointed to the vacancy, the employee may request written reason(s) for the denial.

#### Section 8. Acting Assignments.

When a bargaining unit position is vacant and it is determined by Management that the position should be filled by a temporary assignment of an employee who has permanent status in another position, the following principles shall be observed:

- A. The assignee shall meet the qualifications for the class of positions.
- B. Acting assignments shall not be used to generate a series of acting assignments for an employee.
- C. Except as noted in subsection D, an acting assignment shall not exceed forty-five (45) days in length unless approved by Management with notice to the Union.

- D. When a position is vacant due to a leave of absence, the acting assignment may be authorized for the duration of the leave of absence except that continuation of an acting assignment beyond twelve (12) months shall require approval of the Human Resources Department Director. Documentation of the acting assignment shall be placed in the employee's permanent record.
- E. If an employee is acting in a position assigned to a salary range higher than that of the employee's regular position and the employee has served in the acting assignment for a period of ten (10) consecutive working days, the employee shall be paid at a step on the higher range that gives the employee as close to a three percent (3%) increase in pay retroactive to the date the acting assignment began.

Such an increase shall not exceed the highest step possible if the employee was being promoted to the position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increase. When the acting assignment is terminated, the employee's salary shall revert to whatever rate (dollar amount) it would have been had the employee not received the acting assignment.

- F. If an employee is acting in a position assigned to the same salary range as, or to a salary range lower than, that of the employee's regular position, the employee shall be paid at the salary rate of his/her regular position. For the duration of an acting assignment, the employee may receive salary step increases in accordance with applicable salary step increases.

- G. The employee's pay increase anniversary date shall not be affected by an acting assignment.
- H. Any employee promoted to a position in which the employee has served in an acting assignment during the year immediately prior to his/her promotion may have the time served in that assignment credited towards the promotional probationary period. Provided however any time served by an employee in an acting assignment shall be credited toward the promotional probationary period if the employee is promoted from the acting to the permanent assignment, with no break in service.
- I. Acting assignments shall be considered as training assignments by which an employee may obtain experience if the employee performs satisfactorily during the period of the acting assignment. Such experience shall be one of the considerations for future promotions of the employee. The employer will make every effort to afford all interested employees eligible under subsection A, an opportunity to receive such experience.

Section 9. Voluntary/Involuntary Downgrade/Demotion.

- A. Voluntary or Involuntary Downgrade/Demotion. Employees may be voluntarily or involuntarily downgraded (demoted) to a lower paying job classification for the following reasons:
  - 1. In the event injuries or physical limitation causes employees to be unable to do the work of their current classification, with or without reasonable

accommodations as defined by the Americans with Disabilities Act (ADA), but are able to do the work of a lower-rated classification;

2. In the event of an employee's request for reassignment to an available vacancy, if not inconsistent with the contractual rights of another employee and when approved by Management;
3. In the event there are changes in procedures, job duties, or manning levels which either eliminate or materially change the work performed by the employee to such an extent that the majority of the work performed by the employee falls within the job description of a lower rated job.

In the event an employee is permanently assigned, pursuant to any of the three above-listed reasons, to a lower-rated job classification, he/she shall be paid the wage rate for the new job which is the closest to his/her wage rate in the old job, provided that the new wage rate shall not be greater than the wage rate paid in the old job.

B. Involuntary Downgrade/Demotion. Employees may be involuntarily downgraded (demoted) to a lower paying job classification for unsatisfactory performance on the employee's present job, based on just cause.

When an employee is permanently assigned to a lower-rated job classification he/she shall be paid the wage rate of that classification. In determining the initial pay rate, the employee will be given credit only for the experience in the same job classification.

## **ARTICLE 6 SAFETY, UNIFORMS, AND PROTECTIVE CLOTHING**

Section 1. Safety. It is the express policy of the Employer 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 Employer, 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. The Union and the City agree to form Safety Committees as needed, comprised of at least fifty percent (50%) of the labor representatives. Safety/Health Rules and Regulations shall be reviewed or recommended by the Safety Committee. The Division Director or his/her designee shall have the right to approve, reject or revise said rules and regulations. Said rules and regulations shall cover, but not be limited to, the following: training, personal protection, conduct, work standards, equipment, appurtenances, and sanctions for willful disregard or omissions. Management shall adopt rules and regulations covering training and testing for employees on the hazardous materials team which will include an annual test. To the extent possible outside agencies will be included in training scenarios.

Management welcomes suggestions from employees or the Union which offer practical and feasible ways of improving divisional safety. An employee may submit his/her safety suggestions in the following manner:

1. Giving it to Management; or
2. Giving it to a member of the Safety Committee.

Care of Safety Equipment. Protective devices, wearing apparel, and other equipment necessary to protect employees from accidents and health hazards shall be provided by the Employer. The Employer may assess a fair and reasonable charge to

cover loss resulting from the employee's failure to exercise reasonable care or for willful destruction of such equipment or clothing.

Section 2. Uniforms.

A. This section specifies the uniform to be worn by each permanent employee.

It is important to Management that its employees present a professional image. The Employer will provide each permanent employee with the uniform specified below. After initial issue as a new hire, clothing shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified below. Management may replace uniforms beyond the replacement quantities specified on a case-by-case basis for special circumstances. Additional clothing items are available for purchase by employees at their own expense through the City uniform purchasing contract. The employee will report to work each day in a clean appropriate uniform. Any visible clothing will be the specified uniform below. Employees who report to work without the appropriate uniform specified below will be Leave Without Pay (LWOP) until they report in the appropriate uniform. Employees are subject to disciplinary action for wearing other than the specified uniform. Uniforms are intended for work purposes only. The City and Union agree to meet biannually or as needed to review clothing order form for availability of items listed on order form.

B. Meter Services

- 1 Equipment bag - 5 yr. replacement
- 2 Hats annually from selection below:

- Winter Ball Cap
- Summer Ball Cap
- Wide Brim Hat (City and Union approved)

7 Pairs of Jeans (combination of the selection below) – annually:

- Dungaree
- Boot Cut
- Shorts
- Bib overalls

12 Work Shirts (collared) (combination of the selection below) – annually – Employees working in the meter shop will keep a clean polo or collared shirt available to be worn when working scheduled appointments with customers.

- Short Sleeve
- Long Sleeve
- Polo
- T-shirt (may be sleeveless if hemmed)

1 Sweatshirt, Hooded, Insulated - 2 yr replacement

2 Light Sweatshirts - 2 yr replacement

1 Light Jacket - 3 yr replacement

1 Insulated Trousers (one of the selection below) - 3 yr replacement

- Insulated Bib
- Insulated Coverall
- Insulated pants

- 1 Jacket, Insulated with attachable hood - 3 yr replacement
- 1 Stocking Cap - annually
- 1 pair Boots and 1 pair walking shoes – Replacement - Either 1 pair of boots or up to 2 pair of walking shoes annually

C. Water Services

- 1 Equipment bag - 5 yr. replacement
- 2 Hats annually from selection below
  - Summer Ball Cap
  - Winter Ball Cap
  - Wide Brim Hat (City and Union approved)
- 7 Pairs of Jeans (combination of the selection below) - annually
  - Dungaree
  - Boot Cut
  - Shorts
  - Bib overalls
- 5 Work Shirts (collared) (combination of the selection below) - annually
  - Short Sleeve
  - Long Sleeve
  - Polo
- 7 T-shirts (may be sleeveless if hemmed) - annually
- 1 Sweatshirt, Hooded, Insulated – 2 years

- 2 Light Sweatshirts – 2 years
- 1 Light Jacket – 3 years
- 1 Insulated Trousers (one of the selection below) – 3 years
  - Insulated Bib
  - Insulated Coverall
  - Insulated Pants
- 1 Jacket, Insulated with attachable hood – 3 years
- 1 Stocking Cap - annually
- 1 Boots – annually

D. Plant Operations

- 2 Hats annually from selection below
  - Winter Ball Cap
  - Summer Ball Cap
  - Wide Brim Hat (City and Union approved)
- 7 Pairs of Jeans (combination of the selection below) - annually
  - Dungaree
  - Boot Cut
  - Shorts
  - Bib overalls
- 12 Work Shirts (collared) (combination of the selection below) –  
annually
  - Short Sleeve
  - Long Sleeve

- Polo
  - T-shirts (T-shirts may not be worn while operating from 8 a.m. to 5 p.m. Monday through Friday. Plant Operators will keep a clean Polo or Collared shirt in their lockers in case the public comes in for tours or other functions.)
- 1     Sweatshirt, Hooded, Insulated – 2 years
- 2     Light Sweatshirts – 2 years
- 1     Light Jacket – 3 years
- 1     Jacket, Insulated with attachable hood – 3 years
- 1     Stocking Cap - annually
- 1     Insulated Trousers (one of the selection below) – 3 years
- Insulated Bib
  - Insulated Coverall
  - Insulated Pants
- 1     Boots – annually
- 1     Walking Shoes - annually

E. Plant Maintenance

- 2     Hats annually from selection below
- Winter Ball Cap
  - Summer Ball Cap
  - Wide Brim Hat (City and Union approved)
- 7     Pairs of Jeans (combination of the selection below) - annually
- Dungaree

- Boot Cut
  - Bib overalls
  - Shorts
- 5 Work Shirts (collared) (combination of the selection below) - annually
- Short
  - Long sleeve
  - Polo
- 7 T-shirts (may be hemmed sleeveless) - annually
- 1 Sweatshirt, Hooded, Insulated – 2 years
- 2 Light Sweatshirts – 2 years
- 1 Light Jacket – 3 years
- 1 Insulated Trousers (one of the selection below) – 3 years
- Insulated Bib
  - Insulated Coverall
  - Insulated Pants
- 1 Jacket, Insulated with attachable hood – 3 years
- 1 Stocking Cap - annually
- 1 Boots – annually.

### Section 3. Boots and walking shoes

Boots – Management will pay no more than one hundred sixty dollars (\$160.00) for a pair of boots. All boots will meet the following minimum standards: Steel toe or non-metallic meeting or exceeding ANSI class 75 standards for impact and compression. Boots shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

Walking Shoes – The Water Division will pay no more than sixty-five dollars (\$65.00) for a pair of walking shoes. Walking Shoes shown to be in need of replacement will be replaced. Replacement quantities shall not exceed the maximum allowance specified.

### Section 4. Protective Devices and Clothing.

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 Employer.

The requirement for any type of protective clothing or device shall be determined by Management. The cost of keeping the Hazardous Material (HAZMAT) protective clothing or device clean and in proper working condition, with the exception of safety footwear, shall be paid by the Employer. In the event of loss or damage due to negligence, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or devices.

The Employer will offer basic prescription safety glasses to all employees required to wear safety glasses and use prescription glasses. The basic eyeglass, including no-line bifocal, will be provided at no cost to the employee. Upgrades from the basic eyeglasses will be available at the expense of the employee. Non-permanent side shields will be allowed, but the employee must be wearing the side shields at all times at work.

#### 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 (meter)

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

- Clear

- Tinted

Safety vests – 1 issue – quarterly

Hard hats – 1 issue – 3 years

#### Section 6. Inoculations

Management agrees to maintain a policy to provide inoculations to protect employees from infectious disease.

#### Section 7. Medical Examinations

Management will provide a medical examination once every two years for employees whose job responsibilities require them to be in contact with treatment chemicals. In the event of a chemical exposure an employee will be eligible for examination and such follow up treatment or exam that the City's Health Care Professional shall specify. Management will schedule the initial examinations by March 31<sup>st</sup>, 2013.

## ARTICLE 7 WAGES

### Section 1. Pay Periods.

Employees shall be paid according to the pay schedule that is currently in effect for the City of Topeka.

### Section 2. Grade and Pay Classification.

Employee pay grades are identified under the following pay classifications:

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

Section 3. Wage Schedules for 2013.

A. Wage Schedule effective first full pay period of 2013

| SCHEDULE | DESCRIPTION                     | GRADE | 1     | 2     | 3     | 4     | 5     | 6     | 7     | 8     | 9     | 10    | 11    | 12    |
|----------|---------------------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| WAT-REG  | GRADE 1                         | W01   | 11.46 | 11.87 | 12.25 | 12.64 | 13.03 | 13.44 | 13.82 | 14.23 | 14.63 | 15.01 | 15.39 | 15.80 |
| WAT-REG  | GRADE 2                         | W02   | 13.40 | 13.86 | 14.33 | 14.81 | 15.30 | 15.78 | 16.24 | 16.74 | 17.20 | 17.68 | 18.16 | 18.63 |
| WAT-REG  | GRADE 3                         | W03   | 14.75 | 15.26 | 15.77 | 16.28 | 16.79 | 17.27 | 17.77 | 18.28 | 18.77 | 19.30 | 19.79 | 20.31 |
| WAT-REG  | GRADE 4                         | W04   | 16.02 | 16.57 | 17.13 | 17.70 | 18.27 | 18.81 | 19.40 | 19.97 | 20.51 | 21.11 | 21.66 | 22.24 |
| WAT-REG  | GRADE 5                         | W05   | 17.66 | 18.29 | 18.93 | 19.58 | 20.23 | 20.85 | 21.48 | 22.11 | 22.74 | 23.39 | 24.01 | 24.69 |
| WAT-C1   | GRADE 2 + CLASS 1 CERTIFICATION | W12   | 13.65 | 14.11 | 14.58 | 15.06 | 15.55 | 16.03 | 16.49 | 16.99 | 17.45 | 17.93 | 18.41 | 18.88 |
| WAT-C1   | GRADE 3 + CLASS 1 CERTIFICATION | W13   | 15.00 | 15.51 | 16.02 | 16.53 | 17.04 | 17.52 | 18.02 | 18.53 | 19.02 | 19.55 | 20.04 | 20.56 |
| WAT-C1   | GRADE 4 + CLASS 1 CERTIFICATION | W14   | 16.27 | 16.82 | 17.38 | 17.95 | 18.52 | 19.06 | 19.65 | 20.22 | 20.76 | 21.36 | 21.91 | 22.49 |
| WAT-C1   | GRADE 5 + CLASS 1 CERTIFICATION | W15   | 17.91 | 18.54 | 19.18 | 19.83 | 20.48 | 21.10 | 21.73 | 22.36 | 22.99 | 23.64 | 24.26 | 24.94 |
| WAT-C2   | GRADE 2 + CLASS 2 CERTIFICATION | W22   | 13.90 | 14.36 | 14.83 | 15.31 | 15.80 | 16.28 | 16.74 | 17.24 | 17.70 | 18.18 | 18.66 | 19.13 |
| WAT-C2   | GRADE 3 + CLASS 2 CERTIFICATION | W23   | 15.25 | 15.76 | 16.27 | 16.78 | 17.29 | 17.77 | 18.27 | 18.78 | 19.27 | 19.80 | 20.29 | 20.81 |
| WAT-C2   | GRADE 4 + CLASS 2 CERTIFICATION | W24   | 16.52 | 17.07 | 17.63 | 18.20 | 18.77 | 19.31 | 19.90 | 20.47 | 21.01 | 21.61 | 22.16 | 22.74 |
| WAT-C2   | GRADE 5 + CLASS 2 CERTIFICATION | W25   | 18.16 | 18.79 | 19.43 | 20.08 | 20.73 | 21.35 | 21.98 | 22.61 | 23.24 | 23.89 | 24.51 | 25.19 |
| WAT-C3   | GRADE 2 + CLASS 3 CERTIFICATION | W32   | 14.15 | 14.61 | 15.08 | 15.56 | 16.05 | 16.53 | 16.99 | 17.49 | 17.95 | 18.43 | 18.91 | 19.38 |
| WAT-C3   | GRADE 3 + CLASS 3 CERTIFICATION | W33   | 15.50 | 16.01 | 16.52 | 17.03 | 17.54 | 18.02 | 18.52 | 19.03 | 19.52 | 20.05 | 20.54 | 21.06 |
| WAT-C3   | GRADE 4 + CLASS 3 CERTIFICATION | W34   | 16.77 | 17.32 | 17.88 | 18.45 | 19.02 | 19.56 | 20.15 | 20.72 | 21.26 | 21.86 | 22.41 | 22.99 |
| WAT-C3   | GRADE 5 + CLASS 3 CERTIFICATION | W35   | 18.41 | 19.04 | 19.68 | 20.33 | 20.98 | 21.60 | 22.23 | 22.86 | 23.49 | 24.14 | 24.76 | 25.44 |
| WAT-C4   | GRADE 2 + CLASS 4 CERTIFICATION | W42   | 14.40 | 14.86 | 15.33 | 15.81 | 16.30 | 16.78 | 17.24 | 17.74 | 18.20 | 18.68 | 19.16 | 19.63 |
| WAT-C4   | GRADE 3 + CLASS 4 CERTIFICATION | W43   | 15.75 | 16.26 | 16.77 | 17.28 | 17.79 | 18.27 | 18.77 | 19.28 | 19.77 | 20.30 | 20.79 | 21.31 |
| WAT-C4   | GRADE 4 + CLASS 4 CERTIFICATION | W44   | 17.02 | 17.57 | 18.13 | 18.70 | 19.27 | 19.81 | 20.40 | 20.97 | 21.51 | 22.11 | 22.66 | 23.24 |
| WAT-C4   | GRADE 5 + CLASS 4 CERTIFICATION | W45   | 18.66 | 19.29 | 19.93 | 20.58 | 21.23 | 21.85 | 22.48 | 23.11 | 23.74 | 24.39 | 25.01 | 25.69 |

B. Wage Schedule with the cost savings incentive adjustment effective first full pay period of July 2013 provided that the conditions set forth in Section 4.C are met.

| 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 |

Section 4. Wage Schedule Administration.

- A. New hire probationary employees successfully completing their probation period will receive a one 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, 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 last anniversary date.
  2. The employee receives an overall annual performance evaluation for 2012 of "Meets Expectations" or better rating,
- C. The wage schedule set forth in Section 3.B. above which includes the one and a half percent (1.5%) cost savings incentive adjustment shall become effective in the first full pay period of July 2013 provided that there is a demonstrated overtime compensation savings of either a minimum of \$12,950 in time spent during overtime meals during the first six months of 2013 or a reduction of a minimum of \$25,000 in total overtime compensation paid in the first six months of 2013 as compared to the first six months of 2012. In the event that the overtime cost savings are not realized, then the cost savings incentive adjustment shall not go into effect and further, the employees shall

be entitled to compensation for time spent during overtime meals beginning with the first full pay period in July, 2013

- D. Effective with the first full pay period of 2013, eligible employees will be provided an anniversary and/or probationary step increase or increases to make up for the probationary and/or anniversary step increases for which the employees would have been eligible but which were not provided in the Agreement covering the period of 2004 and 2005. Additionally, eligible employees will receive a step increase to make up for probationary steps for which the employees would have been eligible but which were not provided for in the Agreement covering the period of 2007, 2008 and 2009. Management and the Union will mutually agree to a list of the eligible employees and the steps to which they are entitled. In no event will an employee be provided a step increase that would place the employee above the maximum step for that grade. The step increases shall become effective in the first full pay period of 2013; provided however, if the employee is entitled to more than one step increase, second or subsequent increases may be implemented in subsequent, consecutive pay periods..

#### 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.

B. Utility System Worker Grade II employees are eligible but not entitled after three (3) years 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. Management and union will review this subsection after one (1) year.

#### Section 6. Reporting Time.

Any employee who is scheduled for work and who presents himself/herself for work as scheduled shall be assigned to at least one (1) hour of work on the job for which he/she was scheduled to report.

#### Section 7. Call-Back Time.

A. Any employee called back to work outside of his/her regularly scheduled shift shall be compensated at the employee's overtime rate for a minimum of three (3) hours or for the actual number of hours worked, whichever is greater. However, in no case shall an employee be compensated for both call-back time and actual hours worked. Call-back will only apply to the first time an employee is called back to work. The twenty-four (24) hour call time period for the purpose of this Section and the following Section shall be defined as beginning at the end of the normal work shift and continuing until 7:00 a.m. the next morning and from 7:00 a.m. to the following 7:00 a.m. on unscheduled workdays (typically weekends and holidays). If the employee is required to work a total of three (3) hours or more, the standard overtime and/or regular pay provisions shall apply depending on individual eligibility for overtime or regular

compensation. Call-back time paid during an observed holiday will be paid at double time. Only one minimum three (3) hour call-back time allowance shall be provided per twenty-four (24) hour call-back time period.

B. Meter Services Section employees while in standby status shall receive overtime rates of pay, in lieu of call-back time, for hours worked to receive and make phone calls that do not require reporting to a job site.

#### Section 8. Standby.

Any employee selected by Management as being on standby and specifically designated as a standby employee shall be compensated two (2) hours standby pay on his/her normal scheduled workdays and three (3) hours standby pay on each day of weekends and approved holidays. All standby pay will be compensated at regular straight time pay.

#### Section 9. Operator Incentive.

Plant Operators holding a Class IV operator's license will be paid at Grade 5 for pay purposes. They will go to the step in Grade 5 that gives them as close to a three percent (3%) pay increase as possible and advance from that step. Such pay will commence the first full pay period after the employee shows proof of Class IV license. Such promotion establishes the employee's anniversary date for the purposes of this Section.

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 fifty cents (\$0.50) per hour while working that shift.

Section 11. Hazardous Material Team.

Each employee assigned to the Hazardous Material Team shall be paid an additional fifty cents (\$.50) per hour based on actual hours worked.

Section 12. Bilingual Pay.

Any employee who has been tested and designated by Management as a bilingual employee shall be paid a lump-sum bonus of two hundred fifty dollars (\$250.00) during the first full pay period of each year.

Section 13. Voluntary Certification.

Except for Plant Operators who are already being compensated for certification in accordance with Article 7, Section 9, an employee in Pay Grades two (2) through five (5) who already possesses or earns a National Association of Boards of Certifications (ABC) or State of Kansas certification shall be entitled cumulatively to an additional twenty five cents (\$0.25) per hour increase in salary for the first such (Class 1) certification; twenty five cents (\$0.25) per hour for the second (Class 2) certification; twenty five cents (\$0.25) per hour for the third (Class 3) certification; and twenty five cents (\$0.25) per hour for the fourth (Class 4) certification, or an overall one dollar

(\$1:00) per hour maximum for all four (4) classes. Because the certifications need not be obtained sequentially, a bargaining unit member who attempts and qualifies for a class above his/her next numerical progression will be compensated on the basis of the actual level achieved. The effective date for pre-existing certifications shall be January 1st, 2010; for any certifications thereafter, the effective date shall be the first day of the first full pay period following the date awarded. In order to continue to receive an incentive as stated above, an employee must, prior to expiration, present evidence of certification renewal at the Class Level being compensated. A failure to maintain or loss of certification for any reason shall result in corresponding reductions in salary effective the first day of the first full pay period after the lapse.

Plant Operators holding a Class 4 operator's license will be paid the same as an uncertified Foreperson at Grade 5, as stated in Article 7, Section 9. In addition, such Operators shall be eligible for further incentives for acquiring either their Distribution Certifications/License or Wastewater Treatment Plant Operator (WTPO) certification/license at the Class 1 through 4 levels, with the same monetary progressive schedule as spelled out above. As with movement to the Class 4 category, the effective date of Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License, incentives shall be paid the first day of the first full pay period following authentication of receipt. Consistent with the above stated certification renewal and retention requirements, Distribution Certification/License or Wastewater Treatment Plant Operator Certification/License must be maintained in order to continue to receive authorized incentives.

#### Section 14. Trainer Pay

Employees shall be entitled to an additional compensation of one dollar (\$1.00) per hour as a training incentive for the actual time engaged in providing the training if the following conditions are met:

1. Approval by the OUTD of the proposed training topic and curriculum. Such decision shall be based on the relevance and applicability of the proposed topic in light of its relevance to the work performed by the division or OUT.
2. The employee achieve and maintain certification or successfully complete dedicated coursework and maintain their proficiency or expertise in the training subject matter.
3. The employee prepare a curriculum including testing materials for the training subject.

#### Section 15. 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 evaluations 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 if the employee's job performance merits. 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. The Department Director 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. 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 and managers 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 head 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, then management and the union shall meet and decide upon a neutral chairperson.

4. The appeals committee shall schedule a hearing within five (5) working days of the appointment of the chairperson. Time spent serving on the appeals committee shall be considered as hours worked.

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 department head to initiate a rating change if recommended by the committee. The majority decision, including the written findings, shall be also provided 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 10 of this Agreement. The performance rating is not subject to the grievance procedure.

Section 16. Wage Comparability Study

Union and Management jointly conducted a wage comparability study during 2011 and 2012. A copy of the final report entitled AFSCME 2012 Water Comparability Study is attached hereto as Appendix B.

## ARTICLE 8 OVERTIME

### Section 1. Definition of Overtime.

Overtime is defined as all hours actually worked outside an employee's normal schedule. Overtime work must be approved by Management and shall be calculated to the nearest one-quarter (1/4) hour.

### Section 2. Temporary Employees.

Temporary Employees are limited to working overtime only when all trained and qualified permanent employees have been offered and declined.

### Section 3. Rate of Pay.

Compensation for overtime work shall be at one and one-half (1½) times the employee's regular rate of pay.

### Section 4. Deferments.

A. Employees on a particular list may request deferral until the list has been exhausted. An employee who has requested deferral must remain available until the Employer has satisfactorily secured enough employees to work the overtime. The Employer shall notify the employee requesting deferral of his/her release when sufficient employees have been secured. The employee deferred shall report to duty upon the second notice.

B. Any employee excused or deferred from overtime will have the amount of time on the particular accumulated overtime list adjusted the same as if he/she had worked.

C. Once an overtime work assignment is made to employees from the overtime lists, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the work assignment for personal reasons after the normal quitting time, it shall be that employee's responsibility to find another employee with the same job classification or one higher classification except for the Forepersons which could find a Lead Person to complete the assignment. Provided however, management may permit substitution for an even higher classification in the event that the employee cannot find a replacement in the same or one higher classification.

Section 5. Employee's Obligations to Perform Overtime Work.

No employee shall have the right to refuse a call for overtime work. The Employer may excuse employees for overtime work under circumstances which Management deems appropriate, provided the assigned employee finds a qualified replacement in the same job classification or one higher classification except for the Foreperson which could find a Lead Person to fulfill his or her overtime commitment. Provided however, management may permit substitution for an even higher classification in the event that the employee cannot find a replacement in the same or one higher classification. Each such occurrence shall be considered by Management on a case-by-case basis.

Section 6. Special Circumstances.

The Employer or the primary foreperson on call shall retain the right to call any employee in to work overtime without regard to the accumulated overtime list if, in the opinion of Management, a particular employee's job skills or knowledge is required or if due to the nature of the emergency a delay in reporting time could be encountered.

Section 7. Posting of Lists.

All overtime lists for each section or work crew shall remain available for review by the employees.

Section 8. Sleep Time.

Sleep time is authorized time for employees to be off from regular work shift due to fatigue from working overtime.

A. Employees working a regular shift, not on standby/call status, will ordinarily be required to report for their regular shift or any portion thereof eight (8) hours after completion of overtime work.

1. If the employee works past 3:00 a.m. he or she will be permitted twelve hours after the completion of the overtime work before being required to report for his or her regular shift.

2. If the employee has worked 48 hours or more in the previous 72 hours or 18 hours or more in the previous 24 hours, the employee will be permitted twelve (12) hours after the completion of the overtime work before being required to report for his or her regular shift.

3. Employees will be permitted to use sleep time for the portion of the subsequent work day which is covered by the eight (8) or twelve (12) hour period.

B Employees assigned to standby/call list for a specific week shall be exempt from the provisions of subsection A.

Section 9. Distribution of Overtime Work. Overtime work shall be distributed to employees as per the following methods:

A. Meter Services, Water Services, Technical Services, Plant Maintenance and Operations Employees. Overtime shall be assigned in a fair and equitable manner to all employees who normally perform such duties, provided, however, that such employees have received adequate training for the required job duties.

B. Water Services (Distribution) Employees.

1. If the Standby Foreperson requires additional employees other than members of his/her crew, then he/she shall be responsible for having other employees on the Additional Overtime List called out for the overtime work. The first time it is necessary for the Foreperson to call employees outside his/her crew, the first employee with the most seniority on the Additional Overtime List shall be called. For each subsequent time that it is necessary for the Foreperson to call employees outside his/her crew, the Standby Foreperson shall call the employee after the last one who was contacted for the last overtime opportunity, thus rotating the seniority list for purposes of offering overtime. Any employee unavailable for overtime shall not be offered overtime again until the entire list in

said category or classification has been exhausted, provided, any employee who has been called out for an emergency and is still on emergency duty may be required to continue to work as long as any other emergencies exist. Any time an employee is on assigned standby, he/she will be bypassed on the Additional Overtime List.

2. If an employee becomes fatigued when working overtime, then he/she may inform the Foreperson in charge of his/her crew that he/she is fatigued and request that a replacement be found. The Foreperson, upon receiving such a request, using the Additional Overtime List, shall then seek an employee to replace the fatigued employee, and upon the replacement employee's arrival, the Foreperson shall release the fatigued employee to go home.

Section 10. Emergency Standby/Call Lists. Employees that are assigned to standby will be on a seven (7) day rotational basis using standby/call lists and will be paid standby in accordance with Article 7, Section 8.

A. Water Services Emergency Standby – Standby/Call list will consist of, as a minimum, a Foreperson and two (2) other qualified employees. Other qualified employees will be called in if needed.

B. Plant Maintenance Emergency Standby – Plant Maintenance employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

C. Meter Services Section Standby – Meter Services Section employees, if assigned to standby, will have a consolidated list consisting of all qualified employees that shall be maintained by seniority and in rotational order with one (1) person on emergency call each week.

## ARTICLE 9 DISCIPLINE AND DISCHARGE

### Section 1. Progressive Discipline.

Management shall apply the concept of progressive discipline for offenses of a nature not serious enough to warrant immediate suspension or discharge and shall point out deficiencies in work at the time, or as soon as practicable following knowledge of problems. Management shall strive to make suggestions and corrections in a constructive and helpful manner. Corrective action and suggestions should not be construed or mistaken for disciplinary action. When disciplinary action or other corrective measures are warranted for just cause, they may include the following but may not necessarily be initiated in this order:

Documented Oral Reprimand (Level 1) - Management must inform the employee that he/she is receiving a Documented Oral Reprimand and of his/her right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline.

Written reprimand (Level 2) - Notice to be given in writing.

Suspension (Level 3) - Notice to be given in writing.

Discharge (Level 4) - Notice to be given in writing.

Whenever appropriate, employees shall be referred to the Employee Assistance Program for assistance in dealing with outside influences that are affecting their job performance.

Compliance with City, Department and the Utilities and Transportation Division rules are necessary for safe and efficient operations and to maintain sound relationships with employees. Below is a listing of certain offenses which the Employer

feels are of such a serious nature as to warrant immediate discharge or suspension. The Employer shall have the absolute and unalterable right to terminate or suspend for just cause an employee immediately and without any prior notice of any kind for the violation of these rules. Related and mitigating factors may be considered when determining the action to take. The list of offenses presented herein does not purport to be all-inclusive.

1. Refusing to perform work assignments.
2. Leaving work assignment and/or City property without permission.
3. Possession of intoxicating beverages or illegal drugs on City property.
4. Possession of any type of firearms or explosives.
5. Removal of any City property from City premises for the employee's personal use and/or the disposal of any property without the written approval of Management.
6. Knowingly falsifying information to the City.
7. Using threatening language to a supervisor or striking a supervisor.
8. Fighting on City property, including striking a fellow employee or the striking of a supervisor or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.
9. Soliciting or performing work during working hours other than for the Employer.

10. Consumption of alcohol or use of drugs or in a condition unable to perform duties because of the consumption of alcohol or use of drugs.
11. Willful and/or reckless neglect of duty.
12. Failure to return to the job after an approved leave of absence or failure to return to the job after any other permitted departure.
13. Conducting personal business during work hours without approval by Management.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary action for just cause as needed. Any employee receiving a corrective or disciplinary action shall sign any such action to acknowledge receipt of the action. Provided, if the employee refuses to sign, the Union Representative, if present, may be requested to sign the action acknowledging the employee was advised of the action. Employees may request the presence of a Union Representative at disciplinary proceedings.

A permanent employee, as defined in Article 2, Paragraph C of this Agreement, may be removed for just cause. Any employee removed for just cause shall be given written notice of his/her dismissal stating the cause for removal. Any employee dismissed for just cause shall be removed from the payroll immediately.

Section 2. Manner of Discipline.

If the Employer has reason to counsel/discipline an employee, it shall normally be done in a private setting, not before other employees or the public, and with Union representation if requested.

Section 3. Notification and Measure of Disciplinary Action.

Management will inform the Union of pending disciplinary actions within fifteen (15) working days after Management becomes aware of an incident.

For discipline other than documented oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, Management shall notify the Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action. Employees shall be informed of their rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted and if requested. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, Management shall promptly furnish the employee and the Union, in writing, a clear and concise statement of the reasons therefore. Once the

measure of discipline is determined and imposed, Management shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

Section 4. Limitations on the Use of Disciplinary Actions in an Employee's Personnel File.

Disciplinary actions for offenses of a nature not serious enough to warrant immediate suspension or termination shall not be used for employment decisions relating to the employee including progressive disciplinary actions, or promotional opportunities if the employee receives no additional disciplinary actions for offenses of a similar nature for a period of two (2) years.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### Section 1. Definitions.

A grievance is defined to be any matter(s) involving an alleged violation of this Agreement occurring, during its term only, by the Employer as a result of which the aggrieved employee maintains that the employee's rights or privileges have been violated by reason of the Employer's interpretation or application of the provisions of this Agreement. Such matter(s) shall be exclusively resolved in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious grievances claims.

### Section 2. Applicability.

This process shall apply to permanent employees in the bargaining unit. Provided, however, initial probationary employees may utilize the grievance procedure for benefit issues only.

### Section 3. Representation.

The Union shall be the exclusive representative of all the employees in the bargaining unit for the purposes of presenting to and discussing with the Employer grievances of any and all such employees arising from such employment.

### Section 4. Union Grievances.

Employees, groups of employees, or Union designees who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this

Agreement has been violated or when the Employer's interpretation of the terms and provisions of this Agreement leads to a controversy with the Union over application of the terms or provisions of this Agreement. Only the Union or the City may proceed with a grievance beyond Step 3.

#### Section 5. Steward System.

The Employer agrees to recognize stewards who have been designated by the Union to serve in this capacity. The number of stewards and/or alternates selected from among permanent employees in each appropriate unit will not exceed seven (7) stewards and/or alternates for the Office of Utilities and Transportation. One of the stewards selected by the Union shall be designated as the Chief Steward.

The Union agrees to provide the Employer a list of all stewards, designating their assignment as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the area of the appropriate unit in which they serve as a supervisor. The Chief Steward is not restricted to any area in performing assigned functions as long as the Chief Steward remains within boundaries of the appropriate bargaining units. The steward list will be maintained on a current basis.

Stewards shall be allowed reasonable time during working hours, without loss of pay or leave, for the sole purpose of investigating grievances in the appropriate bargaining unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than sixty (60) minutes per week. Extensions of this time limit may be authorized by Management and will not be unreasonably denied. Before

leaving the assigned work area, the steward will notify the immediate supervisor who is not in the bargaining unit and advise:

1. That the absence will involve Union business as it relates to possible grievances: and
2. The location to which the steward is going.

It is understood that the work and service provided by the Employer are the primary concern and such requests for absence on Union business will reflect that concern. If the supervisor feels that the steward cannot be excused at the requested time, the supervisor will make arrangements as soon as practical so the steward may be excused. On arriving at the destination, the steward will seek out the designated supervisor and advise:

1. The purpose of the steward's visit; and
2. The name of the employee to be seen.

The supervisor normally will make the employee available. If the employee is not available because of work demands, the supervisor will make arrangements, without undue delay, to make the employee available.

Alternate stewards will function as stewards in the absence of the regular stewards and will observe the procedures set forth in this Section.

The Chief Steward will be allowed two (2) hours per week for investigating grievances.

An employee desiring to leave his or her assigned work area to discuss an alleged grievance/complaint with a steward will obtain prior permission from the immediate supervisor. Permission will not be unreasonably denied.

The number of authorized stewards is subject to modification upon mutual agreement by the parties.

Section 6. Procedure.

The Employer and the Union agree to the following exclusive procedure of presenting and adjusting grievances which must be processed in accordance with the steps, time limits, and conditions listed below. Time limits will not begin until notice and/or responses are given to the appropriate individuals including employee, Employer, and Union.

STEP 1: The aggrieved employee and/or his/her Union Representative shall discuss the matter with the employee's immediate supervisor outside the bargaining unit within fifteen (15) working days of the occurrence of the incident giving rise to the grievance or from the time the employee reasonably became aware of the incident giving rise to the grievance.

STEP 2: In the event the grievance is not resolved by discussions between the grievant and the supervisor, the grievant may, within ten (10) days, reduce the grievance to writing and file the formal grievance with the Division Director. The grievance shall be signed by the employee and by the Union Representative and shall set forth the facts of the dispute, the relief sought, and shall refer to the specific provision or provisions of the contract alleged to have been violated. Second step grievance discussions shall take place at a meeting with the Division Director and the Union Representative and employee. Such meeting shall be scheduled and held within ten (10) working days. The Division Director

shall give his/her written answer within ten (10) working days after the close of discussion.

STEP 3: In the event the grievance is not resolved at step 2 to the satisfaction of the grievant, he/she may, within five (5) days, file the grievance with the Department Director. The Department Director shall conduct a meeting with the grievant and his/her Union Representative and shall within ten (10) working days deliver his/her written response to the grievant and the Union.

STEP 4: If the Union does not consider the matter resolved at step 3, the Union may, within five (5) days, file the grievance with the Human Resources Department. Representatives of the Human Resources Department shall investigate and shall conduct an informal hearing into the matter giving all parties and opportunity to state their positions. The representative of the Human Resources Department shall provide an answer to the matter within fifteen (15) working days of receipt of the grievance.

STEP 5: The answer of the representative of the Human Resources Department shall be final unless the grievance is appealed to arbitration by the Union, giving written notice of the intent to arbitrate to the Human Resources Department within fifteen (15) working days after receipt of the final answer.

#### Section 7. Arbitration.

If the grievance is appealed to arbitration by the Union, the parties shall first meet and try to agree on an arbitrator. This meeting shall take place within ten (10) working days of receipt of the notice specified in Step 5. Failing such agreement, the parties shall

jointly request a panel of five (5) arbitrators from the Federal Mediation & Conciliation Service, American Arbitration Association, or the Kansas Public Employee Relations Board. Should the first panel of arbitrators be found to be unacceptable, then either party may request that a second panel of arbitrators be obtained. 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 or any request for a list of arbitrators. 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.

The alternate striking method shall be utilized with the Union to strike the first name from the panel and then each party shall in turn strike a name until one arbitrator is left. The arbitrator shall be notified of the selection by a letter. Both parties agree to provide the other party with a list of all known witnesses to be used in the arbitration hearing. If evidence not presented at Step 5 of this procedure is to be used at the arbitration hearing, the evidence shall be exchanged prior to the arbitration hearing or the arbitrator may grant a continuance of the hearing at the request of the party who did not receive the evidence in advance.

#### Section 8. Authority of Arbitrator.

Only one grievance may be decided by the arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract, nullify, ignore, or modify any of the terms of this Agreement or expand the issue presented. The Arbitrator shall consider and decide the issue stipulated by

the Employer and the Union, or the arbitrator shall frame the issue to be determined. The award of the arbitrator shall be binding on the Employer, the Union and the employee or employees involved.

#### Section 9. Arbitration Expenses.

The fee and expenses of the arbitrator shall be shared equally by the Employer and the Union. Each party shall be responsible for its own arbitration expenses including compensating its own representatives and witnesses, if necessary..

#### Section 10. Effect of Time Limits.

The parties agree to follow each of the foregoing steps in the processing of a grievance. If, in any step, the Employer representative fails to file his/her written answer within the time limit therein set forth, the grievance shall automatically be transferred to the next step at the expiration of such time limit. Any grievance not moved by the Union to the next step within the time limits provided following the Employer's answer will be considered settled on the basis of the City's last answer. Extensions of days to answer or move a grievance may be extended by mutual agreement.

#### Section 11. Representation.

An aggrieved employee shall be entitled to have only one employee Union Representative (not including the Chief Steward at the 3rd & 4th Steps hearing) at any level of the grievance procedure. Both parties will notify the other party in advance of a grievance hearing and, if possible, the person each party will have in attendance at the grievance hearing.

Section 12. Unapproved Work Practices.

Work practices which have not been approved by Management shall not be subject to the grievance procedure, unless Management has been notified of the practice by the Union and corrective action was not taken within ten (10) working days. An employee will have an additional five (5) working days to file a grievance if Management does not initiate corrective action within the ten (10) working days.

Section 13. Employee-Employer Meetings.

The Employer may meet at least once a month at mutually convenient times with Union Representatives. The purpose of the meetings will be to discuss procedures for avoiding grievances. The Union Representatives may discuss with the Employer other issues which would improve the relationship between the parties. Such meetings shall not exceed one (1) hour per month unless mutually agreed.

## **ARTICLE 11 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, marital status, race, disability, gender, sexual orientation, color, creed, national origin, or political affiliation. The Union shall share equally with Management the responsibility for applying this provision of the Agreement.

Management agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by Management or any Management representative against any employee of Union membership.

The Union recognizes the fact that both Union shop and agency shop agreements are in violation of the right to work section in the State Constitution. As a result, there shall be no coercion exercised upon any employee in an attempt to persuade them to join the Union. Likewise, there shall be no discrimination, interference, threats, or restraint exercised upon any non-union employee. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees within the bargaining unit, without discrimination, interference, restraint, or coercion, whether or not they belong to the Union.

### Section 2. Work Rules.

It is understood that work rules and/or regulations will not be inconsistent with the provisions of the Agreement. Work rules and/or regulations will be reasonable and uniformly applied in like circumstances.

Existing work rules and regulations pertaining to the performance of work and conduct of employees shall be available in each Section for review by employees. One copy of the rules and regulations shall be made available to the Union.

When existing work rules are changed or new rules established, they shall be posted prominently on each Section bulletin board for a period of seven (7) calendar days before implementation.

In the event an emergency is declared by Management, existing work rules may be changed without prior notice. Such emergency work rule changes shall only remain in effect during the emergency as declared by Management.

### Section 3. Night Security.

It is agreed that Management will provide for all employees working in facilities by themselves to be regularly checked to assure their health and safety.

### Section 4. Voluntary Termination.

Any voluntary termination initiated by an employee shall be effective the day following receipt of written notice by Management unless a date other than the next day is designated in the written notice, to a maximum of fourteen (14) days.

### Section 5. Return of City Property.

Employees shall return any 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 material belonging to the City;
- c. Any keys, fobs or Identification cards and all copies thereof that could be used to gain access to property; and
- d. Protective devices, clothing or equipment furnished by the City

Failure to return such property may result in the Employer pursuing civil remedies to recover such property or its value.

#### Section 6. 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 Employer 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 Employer. 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 his/her official personnel record.

1. Each employee shall be allowed to inspect and make copies of his/her personnel records. A written request to do so shall be directed to the Human Resources Department, which 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 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 his/her 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). However, neither the employee nor the authorized Union Representative shall be entitled to review or copy confidential pre-employment information except where a dispute exists as to the legality of the hiring process.

C. Removal and Deletion of Information from Record(s). Should an employee, after inspecting his/her personnel file, believe that certain material is irrelevant, inaccurate, or obsolete, he/she may submit a written request to the Human Resources Department to remove the material(s) from the file. The Human Resources Director will 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 7. Employee Assistance Programs.

The Employer 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 rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of Management, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially either through the Human Resources Department, Management, or the Union Representative and/or designee.

#### Section 8. Residency.

All bargaining unit members shall be subject to the residency requirements as set forth in the City Code. The residency requirements of such members shall be governed by any amendments to, or repeal of, the current code; provided, however, that all bargaining unit members shall be required to reside within a distance which will allow them to report to work in an emergency in no more than a forty-five (45) minute period of time.

#### Section 9. Selection of Shifts by Plant Operators.

Seniority as a Plant Operator without regard to grade or class level shall be utilized in allowing Plant Operators to select their preferred shift, which once selected shall be controlling for a period of one (1) calendar year. A shift vacancy caused by illness, injury, self downgrade, retirement or termination which is anticipated to be six (6) months or more in duration shall be re-bid.

Section 10. Driver's License Requirement.

All bargaining unit members who are required to maintain a valid Class C Kansas driver's license or a commercial driver's license will be provided up to two (2) hours of on duty time to renew their respective driver's license or take the initial Commercial Driver's License test.

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. Loss of License.

1. 90 days or less. An employee who suffers a loss of his or her license for a period of ninety (90) calendar days or less 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 he or she is 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, the employee shall be reinstated to his or her former position.

2. More than 90 days. An employee who suffers the loss of his or her license for a period of time greater than ninety (90) calendar days shall be removed from his or her 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 11. Cell Phone.

Employees may be required to have cell phones as a tool for their job assignment as determined by management. Employees who are identified as being required to have a cell phone are subject to the appropriate cell phone policy of the City.

## ARTICLE 12 MANAGEMENT RIGHTS

Except where limited by express provisions elsewhere in this Agreement, nothing in this Agreement shall be construed to restrict, limit, or impair the rights, powers and authority of the Employer as granted to it under the laws of the State of Kansas and the Municipal Code. The rights, powers, and authority include, but are not limited to, the following:

- A. Direct the work of its employees;
- B. Hire, promote, demote, transfer, assign, and retain employees in positions within the public agency;
- C. Suspend or discharge employees for just cause;
- D. Maintain the efficiency of governmental operation;
- E. Relieve employees from duties because of lack of work or other legitimate reasons;
- F. Take action as may be necessary to carry out the mission of the agency in emergencies; and
- G. Determine the methods, means, and personnel by which operations are to be carried on.

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

## **ARTICLE 13 LAYOFF, RECALL, & BUMPING**

### Section 1. Layoffs and Determination.

“Layoff” shall be defined as a reduction of staff or the elimination of any classification or position to ensure the efficient and economical operation of the Department, as determined by Management. In the event a reduction in force is necessary, employees shall be laid off as follows:

- A. Management shall first designate the classification(s) where the layoff will occur, and in general, temporary employees or employees who are partially subsidized through specially budgeted programs shall be laid off first, followed by employees on part-time schedules, followed by full-time employees.
- B. The layoff of full-time employees will occur in the inverse order of their seniority in the classifications.

An employee shall only have entitlement to retaining a position in which he or she has completed a probationary period, provided such a position is available.

### Section 2. Required Notice.

Employees who are to be laid off shall be given written notice at least fifteen (15) calendar days in advance of the date of the layoff, or if sufficient notice is not given, Management shall give the equivalent amount of difference in pay between the required notice and days worked (*160 hours* for 40 hour employees) to the individual in lieu of the required notice. The Union shall be given a copy of the layoff notice.

### Section 3. Recall.

Employees shall be recalled from layoff according to their seniority in the job classification in which Management has declared a vacancy. If there is more than one employee available to be recalled, Management shall consider the employee with the most prior seniority and qualifications in that classification. Management shall retain a list of those employees who have been laid off. Those employees who have remained on a layoff status for one (1) day past eighteen (18) months shall be struck from the list forever and shall not be included in any recall list of employees by Management. The employee shall notify Management in writing and by certified mail within ten (10) days of any change of address. Any employee failing to provide such notice shall not have recourse, legal or otherwise, against Management if a recall occurs and he/she fails to receive notice of the recall.

Management agrees to notify the employee(s) laid off by mailing (through certified, return receipt requested mail) the notice of a job opening in a specific job classification to the last address provided by the employee(s) to Management in the manner set out in the foregoing paragraph.

Any employee(s) receiving notice who desire to be considered for openings shall be required to notify Management, in writing and by certified mail, within ten (10) calendar days after the postmarked date of Management's notice to the employee of his/her availability to fill the position. His/her notice shall contain the exact date the employee shall be available to return to work; however, he/she shall be required to be available to return to work within fifteen (15) calendar days of the postmarked date of Management's notice to the employee. Provided further, any employee failing to advise

Management within ten (10) working days from the postmarked date of Management's notice to the employee of the exact date he/she will be available to return, not to exceed twenty-four (24) days from the postmarked date of Management's notice, shall no longer be considered by Management.

Section 4. Bumping.

“Bumping” shall be defined as the process whereby an employee may move from his/her present classification to another classification for which he/she is qualified in order to replace an employee with less divisional seniority.

It is understood that if there is any dispute or for any reason either party deems it advisable, that party may seek a court interpretation or clarification of the employer's position in regard to the status of minority employees in regard to bumping.

Section 5. Layoff Options.

Nothing in this Agreement shall prohibit the City Manager and Human Resources Director from entering into an arrangement with the Union to minimize the effect of general layoffs by:

- A. Reducing the total number of working hours of employees;
- B. Reducing the level of payment to current classifications;
- C. A rotation layoff system;
- D. Other variations which may cause minimal impact on services rendered to the public.

Section 6. Severance Pay.

A. Office of Utilities and Transportation employees as defined in Article 1, Section 3 hired before January 1, 2013 shall be eligible to receive severance pay after completing one year of service and shall be compensated according to the following schedule:

| Length of Service           | Separation Pay   |
|-----------------------------|--|
| 0 or less than 1 year       | - 0 -  |
| 1 Year – Less than 10 years | One (1) week salary for each complete year of service, as of the date of separation or a minimum of four (4) weeks salary, whichever is greater. |
| 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.

B. Office of Utilities and Transportation employees as defined in Article 1, Section 3 hired on or after January 1, 2013 shall be eligible to receive severance pay after completing one year of service at the rate of one (1) week of salary for every year of service, prorated to the nearest month, but in no case less than four (4) weeks or more than twenty-six (26) weeks salary.

C. 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 14 SAVINGS CLAUSE**

Should any part of this Agreement or any provisions contained herein be declared invalid by any tribunal of competent jurisdiction, such invalidation of such part or provisions shall not invalidate the remaining portions hereof. The portions or provisions remaining shall continue in full force and effect.

Any invalidated provision shall be subject to the meet and confer procedure.

## **ARTICLE 15 CLOSURE CLAUSE**

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. This does not apply to written policies the employer has presently in effect which are not in conflict with the collective bargaining agreement.

## **ARTICLE 16 CITY ORDINANCES**

The parties agree all ordinances now in force or hereafter enacted by the Governing Body of the City of Topeka shall be applicable to all employees within the bargaining unit, provided that such ordinances are not in conflict with any article, section of any article, or any language contained in this Agreement.

## **ARTICLE 17 SUCCESSOR CLAUSE**

In the event the City of Topeka consolidates City departments and/or divisions represented by AFSCME Local 1294 for the purpose of efficiency or better service to the public, this Agreement shall continue to govern the terms and conditions of employment for those positions identified in Article 1 of this Agreement.

## **ARTICLE 18 TERMINATION AND CONTINUATION OF CONTRACT**

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 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.

DATED AND ACKNOWLEDGED THIS 8th DAY OF January 2013 IN THE CITY OF TOPEKA, KANSAS, BY:

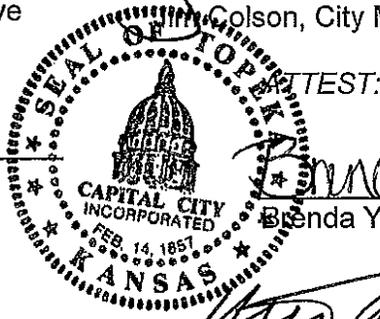
**AFSCME WATER LOCAL 1294**

**CITY OF TOPEKA, KANSAS**

[Signature]  
Roger Levings, Business Representative  
AFSCME, Council 72

[Signature]  
Colson, City Manager

[Signature]  
Peter Vobach, President  
AFSCME, Local 1294



TEST:  
[Signature]  
Brenda Younger, City Clerk

[Signature]  
Ron Perry, Chapter Chair, Water Division  
AFSCME, Local 1294

[Signature]  
Mike Teply, Public Works Director

[Signature]  
Brad Duchesneau  
Chief Steward, Negotiator

[Signature]  
Bruce Northup, Water Plant Manager

[Signature]  
Jermel Walker  
Alt. Steward, Negotiator

[Signature]  
Cindy Fitchpatrick, Water Services Support  
Manager

[Signature]  
Larry DeLong  
Alt. Steward, Negotiator

[Signature]  
Duane Overfield, Meter Services Manager

[Signature]  
Scot Cramer  
Alt. Steward, Negotiator

[Signature]  
Charlie Shinn, Director Water Services

[Signature]  
Mitch White  
Alt. Steward, Negotiator

[Signature]  
Catherine Walter, Sr. Assistant City Attorney

[Signature]  
Anthony Strange  
Alt. Steward, Negotiator

APPROVED AS TO FORM AND LEGALITY  
DATE 1/8/13 BY [Signature]

APPENDIX A

CITY OF TOPEKA CONTRACT NO. 42395

JOINT MEMORANDUM OF AGREEMENT

THIS AGREEMENT is entered into this 10<sup>th</sup> day of December, 2012, 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 "Ratifying 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 Ratifying 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 2013 and 2014, the City and Ratifying 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) Premium equivalent for Base -Employee Only plan: 95% paid by

the City and 5% paid by the employee for calendar years 2013 and 2014, with the employee paying an additional \$25 per month to the health insurance fund for calendar years 2013 and 2014.

(b) Premium equivalents for Base plans for all dependent tiers: 58% paid by the City and 42% paid by the employee for calendar year 2013; 59% paid by the City and 41% paid by the employee for calendar year 2014. For calendar year 2014, in the unlikely event the City experiences budget shortfalls or faces legal requirements that, if not resolved during the budget year, would result in the layoff of represented employees, reduction in pay or benefits of represented employees, or the significant curtailment of services provided by represented employees to the City's citizens, premium equivalents will revert to previously stated levels for calendar year 2013.

(c) 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 calendar year 2014, a 1% discount off the premium equivalent of the employee contribution for the Single Base plan will be available for employees who acknowledge non-tobacco use. Additional cost saving initiatives will be explored through the Healthcare Advisory Committee.

(e) Healthcare cost sharing for 2015 forward will be reopened for discussion during the month of April 2014, by the City providing written notice to each of the Ratifying Unions no later than April 1, 2014. Negotiations shall commence within thirty days of the notice unless such time is extended by

mutual agreement of the parties.

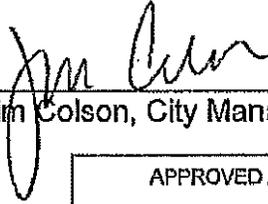
4. This Memorandum of Agreement shall remain in full force and effect during any period of negotiations and/or conclusion of other procedures established within K.S.A. 75-4321 *et. seq.*

5. The Employer and Ratifying 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.

6. 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 Ratifying 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.

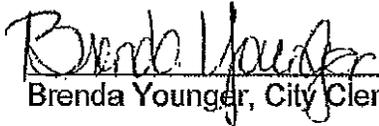
CITY OF TOPEKA, KANSAS

  
Jim Colson, City Manager

APPROVED AS TO FORM AND LEGALITY

DATE 10/10/12 BY CJCW

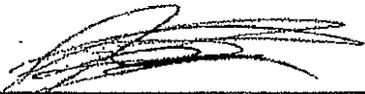
ATTEST:

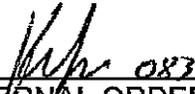
  
Brenda Younger, City Clerk

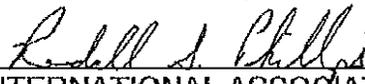


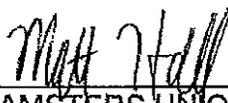
RATIFYING UNIONS

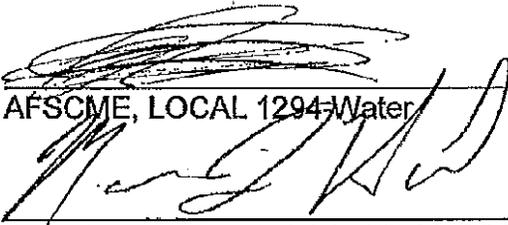
  
AFT KANSAS LOCAL 6406

  
AFSCME, LOCAL 1294-Development Services

  
FRATERNAL ORDER OF POLICE  
LODGE NO. 3

  
INTERNATIONAL ASSOCIATION OF FIRE  
FIGHTERS, LOCAL 83

  
TEAMSTERS UNION, LOCAL NO. 696

  
AFSCME, LOCAL 1294-Water  
WATER POLLUTION CONTROL DIVISION  
LOCAL UNION

AFSCME 2012 Water Comparability Study  
Lacey Bisnett, Braxton Copley, Scot Cramer, Larry DeLong, Brad Duchesneau, Cindy  
Fitchpatrick, Ron Perry, Jacque Russell, Charlie Shinn, Michele Smith, Anthony Strange, Pete  
Vobach, Jermel Walker  
City of Topeka

Local 1294 AFSCME Water Union, City of Topeka water management, and City of Topeka Human Resources agreed on a need for a wage comparability study focusing on wages only. A study on this area of the City had not been performed since the City wide study started in 1996 and completed in 1999. The previous study had been completed independently of the AFSCME Union. The study that is the topic of this report was a collaborative effort between the AFSCME Union, management, and Human Resources.

Historical Information

The City of Topeka engaged in its last official comparability study involving the Water AFSCME union in 1999. A number of locations used in the original have been used in the current study. At the time of the study, City positions were found to be significantly behind the average of the locations. As a result, position and pay structures were modified in the subsequent union contract including moving from a four step pay schedule to a twelve step structure. It should be noted that not all locations used in the original study were used in the current study and vice versa.

*Location Summary Chart*

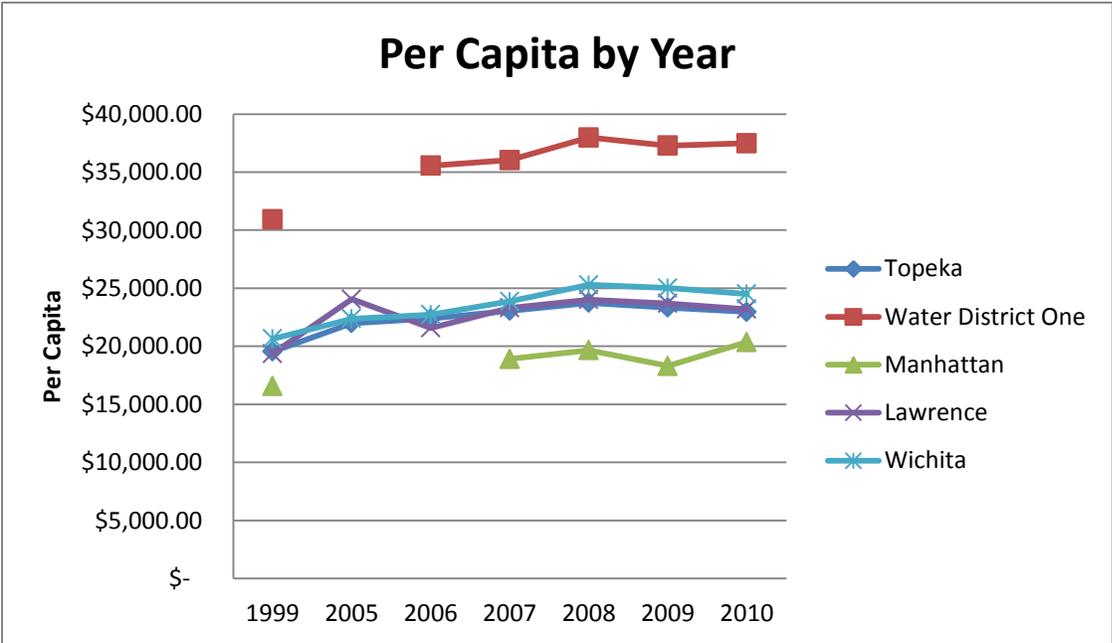


Figure 1 Locations used in both 1999 study and 2012 study and the historical change in per capita for service area.

Current Methodology

The City of Topeka Human Resources and management came to agreement with representatives of the AFSCME Local 1294 Water Division to engage in a joint AFSCME Water position comparability study.

Location Selection

Locations were chosen based on proximity, cost of living differences, private and public representation, and data from the recent U.S. Census related to service population and per capita income. Final locations chosen were: City of Wichita, Water District One, Board of Public Utilities, City of Lawrence, City of Manhattan, City of Independence, City of Des Moines, City of Springfield, and City of Columbia. The City of Independence declined participation which leaves the final number of locations compared at eight.

Figure 2 Location Summary

| Location                  | Proximity | Cost of Living | Population | Per Capita Income |
|---------------------------|-----------|----------------|------------|-------------------|
| City of Topeka            | N/A       |                | 119,995    | \$23,543.00       |
| City of Wichita           | 140 mi    | >8%            | 357,229    | \$24,764.00       |
| Water District One        | 74.1 mi   |                | 520,172    | \$37,118.00       |
| Board of Public Utilities | 62.3 mi   | >1%            | 140,593    | \$18,443.00       |
| City of Lawrence          | 28.1 mi   | >21%           | 81,972     | \$23,249.00       |
| City of Manhattan         | 48.1 mi   | >3%            | 44,757     | \$18,516.00       |
| Independence              | 72.6 mi   | >7%            | 119,178    | \$22,324.00       |
| Des Moines                | 229 mi    | >9%            | 190,084    | \$20,612.00       |
| Columbia                  | 189 mi    | >15%           | 90,144     | \$24,297.00       |

### Position Matching

Locations were contacted with requests for position descriptions, pay schedules, and organization charts. These were reviewed by the study team comprised of Human Resources, water management, and union representatives.

### Calculation

Data was compiled by work area and position including any steps involved in the pay schedule. A straight minimum, median, and maximum were established for each position matched along with City 2012 pay schedule for comparison. Per Capita was also taken into account to provide for a weighted minimum, median, and maximum. For any location which had multiple positions matching one City position, an average straight and weighted was established to offset any pull multiple positions from the same location might have had on the overall averages and calculations. An overall average was then calculated and used to derive the dollar difference and percentage difference on a straight and weighted scale.

Comparability for a City of Topeka, Water Division, Utility System Worker II - Meters

| Entities Surveyed                                     | Comparable Jobs                                    | Straight Average |          |          | Per Capita Difference | Weighted Average |           |           |
|---|--|------------------|----------|----------|-----------------------|------------------|-----------|-----------|
|   |  | Min              | Med      | Max      |                       | Min              | Med       | Max       |
| City of Wichita<br>\$ 24,764.00                       | Water Meter Reader                                 | \$ 14.10         | \$ 17.01 | \$ 19.92 | 0.95                  | \$ 13.40         | \$ 16.17  | \$ 18.94  |
| City of Manhattan<br>\$ 18,516.00                     | N/A  | \$ -             |          |          |                       |                  |           |           |
| City of Lawrence<br>\$ 23,249.00                      | Field Services Representative<br>Meter Reader      | \$ 15.13         | \$ 18.88 | \$ 22.63 |                       |                  |           |           |
|   | Lawrence Average                                   | \$ 14.32         | \$ 17.87 | \$ 21.42 | 1.01                  | \$ 14.50         | \$ 18.10  | \$ 21.69  |
| Water District 1*<br>\$ 37,118.00                     | Meter Reader Full-Time/Part-Time<br>Meter Repair I | \$ 16.18         | \$ 19.18 | \$ 22.18 |                       |                  |           |           |
|   | Water One Average                                  | \$ 16.94         | \$ 20.18 | \$ 23.42 | 0.63                  | \$ 10.74         | \$ 12.80  | \$ 14.85  |
| Board of Public Utilities, aka, BPU**<br>\$ 18,443.00 | N/A  | \$ -             |          |          |                       |                  |           |           |
| Des Moines<br>\$ 24,357.00                            | N/A  | \$ -             |          |          |                       |                  |           |           |
| Springfield<br>\$ 20,612.00                           | N/A  | \$ -             |          |          |                       |                  |           |           |
| Columbia<br>\$ 24,297.00                              | N/A  | \$ -             |          |          |                       |                  |           |           |
| Average   |  | \$ 15.63         | \$ 19.03 | \$ 22.42 |                       | \$ 12.88         | \$ 15.69  | \$ 18.50  |
| City of Topeka-2012 Data<br>\$ 23,543.00              | Utility System Worker II - Meter                   | \$ 13.40         | \$ 16.01 | \$ 18.63 |                       | \$ 13.40         | \$ 16.01  | \$ 18.63  |
| <b>Dollar Difference</b>                              |  | \$ 2.23          | \$ 3.02  | \$ 3.79  |                       | \$ (0.52)        | \$ (0.32) | \$ (0.13) |
| <b>Percentage Difference</b>                          |  | 17%              | 19%      | 20%      |                       | -4%              | -2%       | -1%       |

Figure 3 Example of calculation processing

Results

It was found that the City of Topeka wages were significantly behind that of comparable organizations. The overall straight average is currently 24% behind with the weighted average 25% behind.

|                           | All Straight | All Weighted |
|---------------------------|--------------|--------------|
| Utility System Worker II  | 24%          | 19%          |
| Utility System Worker III | 33%          | 37%          |
| Foreperson                | 23%          | 26%          |
| Leadperson                | 7%           | 8%           |
| CC Inspector IV           | 16%          | 21%          |
| CC Inspector V            | 21%          | 27%          |

|                                 |     |     |
|---------------------------------|-----|-----|
| <b>EI Mechanic I</b>            | 43% | 48% |
| <b>EI Mechanic II</b>           | 37% | 40% |
| <b>Custodian</b>                | 45% | 42% |
| <b>Inventory Specialist</b>     | 0%  | -4% |
| <b>Water Plant Operator III</b> | 22% | 17% |
| <b>Water Plant Operator IV</b>  | 20% | 10% |
| <b>Total</b>                    | 24% | 25% |

Figure 4 Percentages obtained by averaging the gap found between the City and the average for minimum, median, and maximum.

Historical Note

Data from the 1999 study was re-analyzed for the locations repeated in the current study using the same methodology. This confirmed the original findings when utilizing a straight average for the majority of positions, but provided another view of the findings when taking into account per capita at that point in time for a weighted average.

| Position                        | Straight | Weighted |
|---------------------------------|----------|----------|
| <b>Utility System Worker II</b> | 4%       | (5%)     |
| <b>Foreperson</b>               | 18%      | (26%)    |
| <b>Leadperson</b>               | 10%      | (1%)     |
| <b>Custodian</b>                | (11%)    | (7%)     |
| <b>Water Plant Operator III</b> | 7%       | (33%)    |

Figure 5 Positions matched from 1999 study. Position titles used in this illustration are the most recent titles which match up to the corresponding City positions originally studied. In this case, data incased in parenthesis denoted a higher than market pay for the City

Unionization

The location sample had a balance of union and non-union work forces. Locations with union workforces included: Des Moines, Springfield, Board of Public Utilities, and Wichita. Locations without union workforces included: Manhattan, Lawrence, and Columbia. It is not known at this time if Water District One is unionized.

| Position                        | Union Only Straight | Union Only Weighted |
|---------------------------------|---------------------|---------------------|
| <b>Utility System Worker II</b> | 23%                 | 28%                 |

|                                  |     |      |
|----------------------------------|-----|------|
| <b>Utility System Worker III</b> | 55% | 73%  |
| <b>Foreperson</b>                | 42% | 71%  |
| <b>Leadperson</b>                | 20% | 28%  |
| <b>CC Inspector IV</b>           | 16% | 21%  |
| <b>CC Inspection V</b>           | 21% | 27%  |
| <b>EI Mechanic I</b>             | 65% | 90%  |
| <b>EI Mechanic II</b>            | 56% | 79%  |
| <b>Custodian</b>                 | 34% | 42%  |
| <b>Inventory Specialist</b>      | 0%  | (4%) |
| <b>Water Plant Operator III</b>  | 36% | 37%  |
| <b>Water Plant Operator IV</b>   | 26% | 27%  |
| <b>Total</b>                     | 33% | 43%  |

Figure 6 Differences when only taking unionized locations into account.

### Governing Body

The majority of the locations sampled are governed by the area's City Council or City Commission. Des Moines and Board of Public Utilities are governed by a separate board of directors. In Des Moines, this board is appointed by the mayor. At Board of Public Utilities the board is comprised of 6 elected officials who appoint a general manager for operations.

| <b>Position</b>                  | <b>Council Only<br/>Straight</b> | <b>Council Only<br/>Weighted</b> |
|----------------------------------|----------------------------------|----------------------------------|
| <b>Utility System Worker II</b>  | 17%                              | 24%                              |
| <b>Utility System Worker III</b> | 18%                              | 22%                              |
| <b>Foreperson</b>                | (6%)                             | (3%)                             |
| <b>Leadperson</b>                | 4%                               | 12%                              |
| <b>CC Inspector IV</b>           | 16%                              | 21%                              |
| <b>CC Inspection V</b>           | 21%                              | 27%                              |
| <b>EI Mechanic I</b>             | 36%                              | 44%                              |
| <b>EI Mechanic II</b>            | 24%                              | 31%                              |
| <b>Custodian</b>                 | 47%                              | 67%                              |
| <b>Inventory Specialist</b>      | (11%)                            | (16%)                            |
| <b>Water Plant Operator III</b>  | 21%                              | 23%                              |
| <b>Water Plant Operator IV</b>   | 8%                               | 7%                               |
| <b>Total</b>                     | 16%                              | 22%                              |

Figure 7 Differences when only taking council-led locations into account.

Discussion

Multiple methods were used to analyze the data. Regardless of method, it has been shown that the City of Topeka wages for the positions compared are significantly lower in most cases than the comparable locations. Specific positions, such as the E/I Mechanic positions, show constantly a greater difference in City wages compared to comparable locations.

In addition to locations addressed in the study, there are many private sector jobs in the commuter area which require the same skill set as ASFCME Water positions. The Bureau of Labor Statistics (BLS) provides information related to one position category and two occupation type categories related to the nature of work performed by ASFCME Water Union members. In position type Water and Waste Water Operators the BLS states for the state of Kansas an average wage of \$35,000 (May 2011 State Occupation Employment Statistics Kansas). For the City of Topeka as a geographical location the average wage was slightly higher at \$35,400 (May 2011 Metropolitan and Nonmetropolitan Occupation Employment Statistics Topeka). The two work areas related were Production Occupations and Installation and Maintenance Repair. The state level average wages for these were \$34,140 and \$42,200 respectively (May 2011 State Occupation Employment Statistics Kansas). Specific to Topeka the wages were \$35,490 and \$42,320, again, slightly higher than state average (May 2011 Metropolitan and Nonmetropolitan Occupation Employment Statistics Topeka). Averaging wages of all AFSCME positions together the average salary is \$39,406.47. This holds positions with a higher average wage than private organizations in general aside from mechanical positions, which re-iterates the gap in income in this type of position.

A restructure of the pay matrix was performed in 1999 to off-set the results found in the 1990's study. However, as the positions still show to be currently behind the market average, historical information as to frozen step movement (Figure 8) and Cost of Living Adjustments compared to Consumer price index for the nation and region (Figure 9) has been provided to aid in interpretations of possible causes for this trend.

|      |            |
|------|------------|
|      |            |
| 1993 | Step Given |
| 1994 | No Step    |
| 1995 | Step Given |
| 1996 | Step Given |
| 1997 | Step Given |
| 1998 | Step Given |
| 1999 | No Step    |
| 2000 | Step Given |
| 2001 | Step Given |
| 2002 | Step Given |
| 2003 | Step Given |
| 2004 | No Step    |
| 2005 | No Step    |
| 2006 | Step Given |
| 2007 | No Step    |
| 2008 | No Step    |
| 2009 | No Step    |
| 2010 | Step Given |
| 2011 | Step Given |
| 2012 | Step Given |

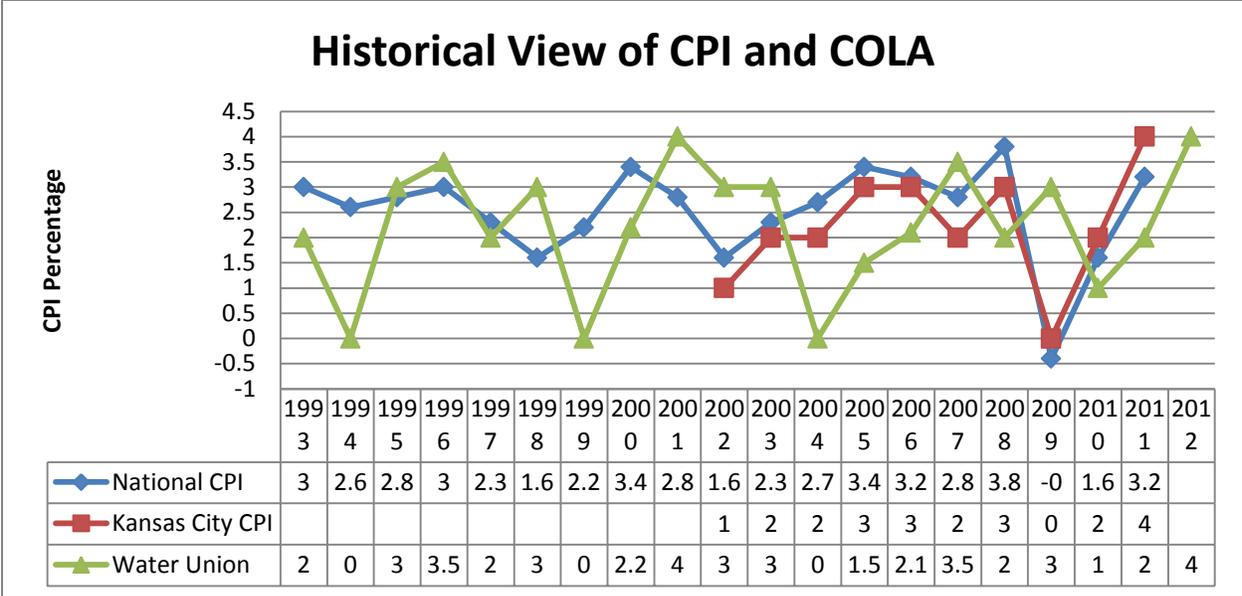


Figure 9 Consumer Price Index and Cost of Living Adjustment Comparison

Conclusion

Overall, the City of Topeka wages for positions covered by the Local 1294 AFSCME Water Union Contract were significantly lower than that of comparable organization. This finding held true even when factors such as: unionization, governing body type, and per capita were taken into account. This difference was not even across all positions (i.e. Water Plant Operators showed 10% behind while E/I Mechanic Is showed 48% when looking and weighted percentages). The previous study from the 1990’s also showed the positions to be behind in wages. A variety of factors have compounded these wages overall staying behind the market average since the adjustments related to the previous study were implemented.

Works Cited

*Factfinder: Johnson County 1999.* (n.d.). Retrieved 2012, from U.S. Census:

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