CITY OF TOPEKA CONTRACT # 44545

AGREEMENT

between

CITY OF TOPEKA
and

EMPLOYEES

of the

CITY OF TOPEKA STREET MAINTENANCE SECTION
TEAMSTERS UNION, LOCAL NO. 696

JANUARY 2016 - DECEMBER 2018

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ARTICLE 1

RECOGNITION AND UNION SECURITY

Section 1. Preamble.

This Agreement is by and between the City of Topeka, Kansas, hereinafter referred to as the "City," the "Employer," or "Management" and the City of Topeka Street Section of the International Brotherhood of Teamsters, Local No. 696, hereinafter referred to as "Teamsters" or "Union."

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 shall also have the right to refuse to join or participate in the activities of employee organizations.

Section 3. City Ordinances.

The parties agree that all ordinances now in force which are not in conflict with any provision of this Agreement shall apply to members of the bargaining unit. Any ordinances hereafter enacted may also be applied to employees of the bargaining unit covered by this Agreement, provided that both parties consent to such application.

Section 4. Bargaining Unit.

The Employer recognizes the Union as the exclusive agent for employees in the collective bargaining unit. As defined in the State of Kansas Public Employee Relations Board Case No. 75-UCA-2-2000, that unit shall consist of employees in the Street Maintenance Section holding part-time and full-time permanent and probationary positions as Custodians or Equipment Operators.

The City agrees to advise the Union in advance of any changes in or additions to the above

classifications and to meet and confer with the Union before the institution of any change to the terms and conditions of employment of the employees covered by the provisions of this Agreement.

Section 5. Check-off.

The Employer agrees to deduct the Union membership initiation fee assessments, dues, and/or representation fees once each month on the first pay day from the wages of those employees who personally request in writing such deductions be made. The written authorization for the above deductions shall be received in the Human Resources Department at least thirty (30) days prior to the day that said deductions are to be made. The amounts to be deducted shall be certified to the Employer by the official Treasurer of the Union. The aggregate deductions of all employees shall be remitted together with a computer printout to the official Treasurer of the Union by the end of the succeeding month after such deductions are made by the Department of Financial Services. The computer printout shall consist of a listing of every employee for which current Union deductions are withheld.

To partially offset the administrative costs associated with the check-off service, the Employer is authorized to charge and receive reimbursement from the Union in the amount of $.10 per bargaining unit member per deduction and $.60 for the processing of any change. For the purpose of administering this provision, "change" shall mean in the amount of a deduction or in the addition or removal of someone from the check-off computer printout. Although monthly itemizations shall accompany such regular printout, the annual total of check-off administrative fees for the prior calendar year shall be billed to the Union Treasurer each January.

The Union will notify the Director of Financial Services in writing whenever any employee has elected to rescind his or her authorized deduction for Union membership. Such a withdrawal of authorization shall become effective with the first full pay period following the date of receipt of

the notice.

All withholding and benefit deductions shall be made before the Union check-off is taken from the employee's wages. In the event no wages are left in any pay period to meet the Union check-off, the City is not obligated to process the deduction. Neither is it responsible for keeping track of or retroactively deducting check-offs when the employee's pay becomes sufficient to cover them. No Union check-off shall be made if an employee is on unpaid leave.

Section 6. Visits by Union Representatives.

Non-employee Union representatives will be permitted to come on the premises of the Employer for the purpose of investigating grievances, discussing alleged violations of the Memorandum of Agreement, and fulfilling their exclusive representative obligations to members of the bargaining unit, provided they report to the Rehabilitation and Maintenance Manager and give the following information: (a) The name of the employee to be visited and (b) the approximate time needed for and purpose of the visit.

The Rehabilitation and Maintenance Manager will determine whether the employee's duties are such that the employee can be made available at the time to talk to the Union representative. If the Rehabilitation and Maintenance Manager determines that the employee's duties are such that he/she cannot be released at that time, the Union representative will be told when the employee will be available.

Section 7. Bulletin Boards.

The official bulletin boards provided for posting notices to employees in the Division and/or Section may be made available to appropriate Union officials for the purpose of posting notices of Union meetings, results of elections, and Union activities. Such notices shall be dated and on Union stationery. The Union agrees to furnish a copy of any such notice to the Rehabilitation and

Maintenance Manager prior to its posting.

Section 8. New Employees.

The City will introduce new bargaining unit employees to a Union Steward on the job.

ARTICLE 2

GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

Section 1. Code of Ethics and Pledge Against Discrimination and Coercion.

The Union hereby commits itself and all bargaining unit members to abide by the provisions of the City of Topeka Code of Ethics as adopted by the City Council on March 27, 2007, as may be amended, and made applicable to all elected and appointed officials and employees.

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, familial status, race, religion, gender, color, creed, sexual orientation, national origin or ancestry, political affiliation, or disability that does not affect job performance. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever just the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the right of employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee of the Union membership.

There shall be no coercion exercised upon any employee in an attempt to persuade them to join the Union. Likewise, there shall be no 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 this 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 the conduct of employees shall be available in the Street 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 the Street Section bulletin board for a period of seven (7) consecutive calendar days before implementation. In the event the Union does not agree to a proposed new or changed rule or regulation which would materially affect a condition of employment, it shall not take effect until the parties have met to discuss the issue. Such a meeting shall take place within fifteen (15) days of receipt by the City of the Union's written objection to the proposal.

During an emergency as declared by the Superintendent or his/her designee, existing work rules may be temporarily suspended.

Section 3. Policies, Rules, and Regulations not Contained in this Agreement.

The parties agree that all City policies and programs, as well as the administrative rules and regulations implementing them, now in force or hereafter enacted in accordance with the Topeka City Code and Personnel Code and not in conflict with any provision of this Agreement, shall apply to all employees covered by this Agreement. The City will provide written notice of proposed new policies, programs, and rules or regulations, or material changes to existing policies, programs, and rules or regulations, to the Union prior to presentation for public comment. In the event the Union does not agree to a proposed policy, program, rule, or regulation which would materially affect a condition of employment, it will not apply to employees covered by this Agreement. Any additional benefits and/or rights granted to all City employees by any such policy or program or the

administrative rules and regulations implementing it, however, will also be applied to employees covered by this Agreement.

Section 4. Uniforms.

Employees are required to wear a uniform as a condition of employment. Uniforms shall be furnished to the employee by the Employer. The Employer agrees to provide employees of the Street Section with a combination of uniforms and laundry services to include the following uniform items:

High Visibility T-shirts

Jeans or bib overalls

Denim work shirts

High Visibility Coat or High Visibility Heavy Coat with hood

Insulated bib overalls

High Visibility Sweatshirt (Up to three (3) sweatshirts will be issued and employees may select pullover of zip style)

High Visibility Work cap/hat

A minimum of seven (7) each per uniform item will be provided excluding coats, insulated bib overalls, sweatshirts, and work caps or hats. Additional or replacement uniforms shall be subject to a "repair or replace" program administered by the Employer. In the event of lost clothing or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of uniforms. Laundry services will be provided for all clothing (jeans, work shirts, etc.) supplied by the contracted rental company. It is the employee's responsibility to launder and maintain their high visibility t-shirts and sweatshirts.

Section 5. Protective Equipment.

Employees are required to wear Personal Protective Equipment (PPE) which include

protective clothing and safety-toe work boots and other certain protective equipment as a condition of employment. Such Personal Protective Equipment (PPE) protective clothing or protective equipment shall be furnished to the employee by the Employer. Employees are required to wear safety-toe work boots of at least six inches (6") in height. Employees may wear rubber boots for specific applications (such as when working with concrete) with the approval of the Infrastructure Support Manager. The City will reimburse up to one hundred seventy-five dollars ($175.00) for authorized footwear including toward the purchase of an employee's first pair and any Management authorized replacement pairs.

The Employer agrees to provide safety glasses to all employees who are required to wear them. The Employer agrees to pay up to a total of one hundred fifty dollars ($150.00) annually toward the purchase or repair of such prescription safety glasses.

The requirement for any type of protective clothing or equipment shall be determined by the City Risk Manager, Training and Safety Coordinator, the Street Section's safety committee, and the Division Superintendent. The cost of maintaining the protective clothing or device clean and in proper working condition, with the exception of t-shirts, sweatshirts, and steel-toed footwear, shall be paid by the Employer. In the event of loss or damage due to carelessness, the employee shall pay for the replacement. Employees are expected to exercise diligence in the care of protective clothing or equipment. Assigned Personal Protective Equipment (vests, hats, etc.) shall be stored on-site in the employee's assigned locker.

Section 6. 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 materials belonging to the City;

C. ID Badges, cell phones, keys, etc., that could be used to gain access to City property and all copies made thereof; and

D. Protective devices or clothing furnished by the City.

Upon termination of employment, the employee agrees to return all City property. The employee also agrees to return all uniform items when uniforms are updated or replaced. Failure to return all City property will result in the cost of such property being deducted from the employee's final check provided the deduction does not reduce wages below the minimum wage. When the value of unreturned City property exceeds $250.00 and such value has not been deducted from the final check, the City may pursue civil remedies to recover such property or its value.

Section 7. Night Security.

The Employer will regularly check on all employees working by themselves to assure their health and safety.

Section 8. Performance Assessments.

All employees shall be given copies of their annual job evaluations. No changes shall be made on evaluations after copies have been provided. All employees shall be entitled to fair and impartial evaluations. Accidents shall not cause an employee to be rated downward in the event the accident is found to be no fault of the employee.

Section 9. Distribution of the Memorandum of Agreement.

Unless advised differently by the Union prior to printing, the Employer will make available to the Union one copy of this Agreement for each employee in the bargaining unit within one week after receiving the reproduced copies. If the City provides a copy for each bargaining unit employee, the printing cost shall be shared equally between the Union and the City. Stewards will be

authorized to distribute copies of the Memorandum of Agreement to employees.

Section 10. Job Studies.

Union requests for job reclassification studies shall be considered on an individual, case-by-case basis. If the Human Resources Director and/or the Public Works Director determine that a job study is warranted, the study shall be conducted by the Human Resources Department. As a result of the study, the Director of Human Resources shall make a recommendation to the City Manager, who shall make the final determination whether any reclassifications are approved.

Section 11. Union/Management Meetings.

At the request of either the Union or the Employer, meetings shall be held for the purpose of considering matters of mutual interest other than grievances, provided that mutually acceptable arrangements as to time and place can be made. Employees designated as representatives of the Union, not to exceed four (4), shall not suffer a loss of time or pay when absent from their assigned work schedules for the purpose of attending said meetings.

Section 12. Employee Assistance Programs.

The City and Union agree to cooperate in encouraging employees who are in need of counseling and/or assistance in such areas as alcoholism, drug abuse, financial and/or legal difficulties, family problems, and similar areas to undergo programs directed to their rehabilitation. An employee may be required to seek appropriate remedial counseling if, in the determination of the Rehabilitation and Maintenance Manager, the employee's personal behavior and/or activity is interfering with job performance. Referrals for assistance may be arranged confidentially through either the Human Resources Department, the Superintendent, or the Union.

Section 13. Driver's License/Insurability Requirements.

A. All bargaining unit members who are required to obtain or maintain a valid Commercial

Driver's License (CDL) will be provided up to two (2) hours of on-duty time to take the initial CDL test or to renew an existing license.

B. The Employer agrees to reimburse employees for the cost of required endorsements, as determined by the Rehabilitation and Maintenance Manager, pursuant to State requirements for a CDL. The City shall reimburse employees for the first attempts to acquire or renew their CDLs, but all fees associated with subsequent attempts will be the responsibility of the employee.

C. Employees shall notify their supervisors in the event their personal driver's licenses or CDLs are suspended, revoked, or otherwise confiscated or when they are charged with any driving infraction. Such notification shall be made to the supervisor prior to the start of the next scheduled work period. Under no circumstances shall a Street Section employee whose driver's or CDL license has been suspended, revoked, or otherwise confiscated operate a City vehicle prior to supervisory notification of the restrictive action. Failure to report the license encumbrance or the operation of a City vehicle prior to supervisory notification thereof shall be grounds for immediate disciplinary action up to and including termination from City employment.

D. An employee who suffers the loss of his or her license for a period of ninety (90) calendar days or less or becomes uninsurable under the City's current policy coverage shall be assigned to non-driving duties for a period of thirty (30) calendar days. Thereafter, an employee will be assigned to non-driving duties for which the employee is qualified for an additional sixty (60) calendar days, but will be paid at the 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 or he or she becomes insurable during this overall ninety (90) calendar day period, the employee shall be reinstated to his or her former position.

E. Unless there exists a non-driving position to which he or she can continue to be assigned

without any special accommodation, an employee who suffers the loss of his or her license or remains uninsurable under the City's current policy coverage for a period of time greater than ninety (90) calendar days shall be removed from his or her position with the Street Section but kept on the City rolls with continued benefits at the minimum salary level necessary to cover the deductions therefor in an otherwise non-duty, non-pay status for an additional ninety (90) calendar days while competing for positions which have no license and/or insurability requirements. Employees may use accrued vacation, personal leave, or compensatory time during this ninety (90) calendar day period, however, to continue receiving full pay.

Section 14. Cafeteria Benefit Plan.

All benefit-eligible bargaining unit members may participate in the Cafeteria Benefit Plan, established and recognized as a qualified Internal Revenue Service Section 125 Plan. Bargaining unit members shall have the same benefits, rights, and obligations as all other City employees who are members of this plan, as well as be subject to any changes in the plan that would affect those other employees.

Section 15. Deferred Compensation.

All benefit-eligible employees may participate in the Deferred Compensation Plan as defined by the City of Topeka.

Section 16. Employee Development.

The purpose of the City's 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 directly relate to the employee's current job duties or be an outside-

the-major electives required for a degree or certificate in a field to which the employee would have a reasonable expectation of being promoted while employed at the Street Section.

C. Up to one thousand dollars ($1000.00) annually 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 his/her Rehabilitation and Maintenance Manager, Superintendent, Department Head, 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 month after the beginning date of the course which the employee desires to attend. Evidence of completion with a passing grade of "C" (70th percentile) or above and proof of payment for the course must be received by the Human Resources Department within two months after the ending date of the semester/session/quarter in which it was taken 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 his/her supervisor to utilize compensatory time, vacation time or time without pay as scheduling/staffing allows as determined by Management for the time utilized to attend the course(s).

G. The Superintendent shall make every effort to budget for and approve reimbursement

for academic courses for employees. The Superintendent shall approve courses on a first-come, first served basis in a non-discriminatory manner. Approval will be subject to budgetary constraints.

H. American Concrete Institute (ACI) certification or recertification will be paid by employer.

Section 17. Mileage Reimbursement.

Reimbursement to an employee for the use of his or her private vehicle for City business shall be conditioned upon approval by the Superintendent prior to such use. Requests for approval after the use shall only be honored in extraordinary circumstances where pre-authorization was not feasible -- and in any event at the total discretion of the Superintendent. Approved reimbursement shall be at the rate established by the City.

Section 18. Employee Wellness Development Program.

To encourage policies and practices that enable employees to achieve optimal physical and mental health, the City shall offer a physical fitness facility to bargaining unit employees. All those wishing to participate in a physical fitness program must apply through the City Wellness Center prior to the start of a class. This program may be subject to budgetary restrictions.

Section 19. Benefits Committee.

The Union shall be entitled to select one (1) employee from the bargaining unit as a representative on any City Employees Benefits Committee. Such representative shall receive his/her regular rate of pay for the time spent in meetings during regularly scheduled hours of employment, not to exceed two (2) hours per month. The Superintendent or designee may, however, authorize additional time on a case-by-case basis upon written request from the employee representative.

Section 20. Personal Day.

All bargaining unit employees shall, upon successful completion of their initial employment probationary periods (minimum 6 months, maximum 9 months), be granted one (1) discretionary personal day off with pay per calendar year. Employees must schedule such personal days off with their Section Supervisor. This personal day cannot be carried over from one (1) calendar year to the next except due to extenuating circumstances as approved by the Section.Supervisor. However, in all instances the Personal Day must be used by June 30th of the next calendar year or be lost.

a) Personnel, while working five day - 8 hour shifts will be granted 8 hours for their personal day.

b) Personnel, while working four day – 10 hour shifts will be granted 10 hours for their personal day.

Section 21. Residency.

Employees hired after December 31, 1981 must either be bona fide residents of Shawnee County at the time of appointment or establish such residency within six (6) months of completion of their initial employment probations. Residency shall also be maintained within the limits of Shawnee County for the duration of City employment. The City Manager may grant one extension, not to exceed six (6) months, for the establishment of residency for good cause shown.

Section 22. City Issued Cell Phones.

In the event an employee is provided with a cell phone, the restrictions on and rates per minute for personal use will be commensurate with City policy.

ARTICLE 3

DEFINITIONS

The following terms, when used in this Agreement, shall have the meaning ascribed to them unless the context clearly indicates otherwise:

A. Full-time Employee is one who works 40 hours per week on a regular and continuing basis.

B. Part-time Employee is one who works less than 40 hours per week on a regular and continuing basis.

C. Regular Employee is a benefit-eligible, full- or part-time employee who has satisfactorily completed a probationary period as stated in Article 10, Section 2.

D. Temporary Employee is one who works on an irregular or non-permanent basis.

E. Overtime shall mean work approved by the Rehabilitation and Maintenance Manager or designee in excess of 40 hours per week in pay status.

F. Classifications shall be defined as the categories into which employees are grouped and which are specified in Section 4 of Article 1 of this Agreement.

G. Permanent Employee is a benefit eligible, full-time or part-time employee, if they have satisfactorily completed a probationary period.

H. Probation shall mean that period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.

I. Probation Initial Hire shall apply to all newly hired employees and shall constitute a period of time not less than 1040 work hours which may be extended for an additional 520 work hours if performance is deemed to be unsatisfactory by the supervisor upon completion of the 1040

hour period.

J. Probation Interim shall apply to all newly promoted, transferred and/or voluntarily demoted employees and shall constitute a period of time not less than 520 work hours which may be extended for an additional 520 work hours if performance is deemed to be unsatisfactory by the supervisor upon completion of the 520 hour period.

K. Emergency is defined as an unexpected occurrence requiring immediate action or attention such as a utility failure in the roadway, local disaster, a weather event, snow emergency, or other public disaster that may cause the need for the clearing of streets and alleys.

L. Weather Event is a weather occurrence such as snow, sleet, strong damaging winds, tornado, flooding, etc. that may cause the need to close or clear roadways, bridges, and overpasses.

M. Personal Protective Equipment (PPE) is protective clothing, equipment, gear or other device required to be worn by the employee to provide protection. Such equipment and devices are ANSI certified. Equipment are considered to be but not limited to safety vests, hats, safety-toe work boots, etc.

ARTICLE 4

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, recall, and retain employees in positions within the Section or Division;

c) Discipline, suspend, demote, or discharge employees for just cause;

d) Maintain the effectiveness, productivity, and efficiency of governmental operation;

e) Relieve employees from duties because of lack of work or for other legitimate reasons;

f) Take actions as may be necessary to carry out the mission of the City in emergencies as declared by Management; and

g) Determine the methods, means, and personnel by which operations are to be carried on.

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

The work performed by supervisory/Management personnel in responding to various urgent/emergency situations during their on-call duty period is not to be used by Management as a means of laying off bargaining unit personnel or refusing to fill a bargaining unit position vacated by termination, retirement, or other forms of attrition. The parties agree that, if Management is aware

that there is a need for overtime work (other than the types of work routinely performed by on-call Management personnel during their on-call duty periods), then the work shall be performed by a bargaining unit employee, subject to the provisions of Article 8 of this Agreement. The parties also agree that work that will result in a continuation of a regular work schedule shall be performed by a bargaining unit employee, subject to the provisions of Article 8 of this Agreement.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance is defined to be any matter in which an employee maintains that his or her rights or privileges have been violated by reason of the City's interpretation or application of the provisions of this Agreement. Such matter(s) shall be resolved exclusively in accordance with the procedure herein provided. Both parties agree to keep the grievance procedure free of non-meritorious claims.

Section 2. Applicability.

This process shall apply to permanent employees in the bargaining unit. Initial probationary employees may utilize the procedure for benefit issues only.

Section 3. Representation.

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

Section 4. Union Grievances.

Union Officers or Stewards who are members of the bargaining unit shall have the right to initiate a grievance when any provision of this Agreement is alleged to have been violated or when the Employer's interpretation of the terms and provisions of this Agreement is different from the Union's.

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, selected from among regular employees in the bargaining unit, will not exceed three (3), subject to modification by mutual agreement of the parties. One of the stewards in the Street Section 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 assignments as a regular or alternate steward. The Employer agrees to provide a list of all supervisors, designating the areas in which they serve. The Chief Steward is not restricted to any area in performing assigned functions. 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 purpose of investigating grievances in the unit represented by the steward. Reasonable time for this purpose shall be interpreted to mean not more than forty five (45) minutes per week. If there are two (2) or more grievances filed in any one (1) week period, however, the investigating steward shall have one (1) hour to investigate them. Requests to the Superintendent or designee for extensions of this time limit will normally be granted. Before leaving the assigned work area, the Steward will notify the appropriate Supervisor 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 that such requests for absences 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 for him/her to be excused as soon as practical. On arriving at the destination, the Steward will seek out the person in charge and advise the following:

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 that cannot be done because of work demands, the Supervisor will arrange to make the employee available as soon as possible.

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 observe the procedures set forth in this Article except that he or she will be allowed one and a half (1½) hours per week for investigating grievances.

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

Section 6. Procedure.

The City and the Union agree to the following steps, time limits, and conditions for presenting and adjusting grievances:

STEP 1: A grievance must be taken to the Production Manager within fourteen (14) calendar days following knowledge of the problem and discussed among that Production Manager, the aggrieved employee(s), and the Union Steward. If the grievance is not settled within ten (10) calendar days following this discussion, the grievance shall be reduced to writing on forms provided by the City and submitted to the next step.

STEP 2: In the event Step One does not resolve the matter, the written grievance shall be forwarded to the Assistant Superintendent within the above ten (10) day period. The grievance shall be signed by the employee and the Union Steward and set forth the facts of the dispute, the relief sought, and the specific provision or provisions of the Contract alleged to have been violated. Second step grievance discussions shall take place at a meeting with Assistant Superintendent, grievant, and Union Steward. Such meeting shall be scheduled and held within ten (10) calendar days of receipt by the Assistant Superintendent. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 3: In the event Step Two does not resolve the matter, the written grievance shall be

forwarded to the Superintendent of Street Maintenance and Traffic Operations within the ten (10) day period following receipt of the City's answer. The grievance shall be signed by the employee and the Union Steward and set forth the facts of the dispute, the relief sought, and the specific provision or provisions of the Contract alleged to have been violated. Third step grievance discussions shall take place at a meeting among the Superintendent of Street Maintenance and Traffic Operations, the grievant, and the Union Steward. Such meeting shall be scheduled and held within ten (10) calendar days of receipt by the Superintendent of Street Maintenance and Traffic Operations. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 4: Such answer shall be final unless the grievance is appealed by written notice to the Director of Public Works within seven (7) calendar days after receipt of the City's third step answer. Fourth Step grievance discussions shall take place at a meeting among the Director of Public Works or designee, the Superintendent of Street Maintenance and Traffic Operations, the grievant, and the Union representatives. Such meeting shall be scheduled and held within ten (10) calendar days of receipt of the appeal by the Director of Public Works. The City shall give its written answer within seven (7) calendar days after the close of discussion.

STEP 5: Only the Union may advance a grievance beyond Step 4. The answer of the Director of Public Works at the Step 4 level shall be final unless the Union appeals the decision to the Human Resources Director within seven (7) calendar days after receipt of the answer from the Director of Public Works. The Human Resources Director or designee shall investigate and conduct an informal hearing into the matter. The Human Resources Director shall provide a final answer for the Union within fifteen (15) calendar days of receipt of the appeal.

STEP 6: The answer of the Human Resources Director shall be final unless the Union

appeals the grievance to arbitration by giving written notice of a desire to arbitrate to the Human Resources Department within ten (10) calendar days after receipt of the City's fifth step answer. The union will provide payment for one-half of the expense to obtain a roster of arbitrators within ten (10) days of the notification of the intent to arbitrate. Failure to submit payment for the roster within ten (10) 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.

Section 7. Arbitration.

If the grievance is appealed to arbitration, the parties shall first meet to agree upon an arbitrator. This meeting shall take place within ten (10) calendar days of receipt of the notice specified in Step Six. Failing such agreement, the parties shall jointly ask the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Should the first list of arbitrators be unacceptable, either party may request that a second list of arbitrators be provided. The party requesting arbitration shall strike the first name and each party shall strike one name alternately until one arbitrator is left. The arbitrator shall be notified of his/her selection and a request shall be made that the arbitrator set a time and place for the hearing subject to the availability of City and Union representatives. The parties shall attempt to stipulate to the issue(s) before the arbitrator. At any time upon mutual agreement from both parties there may be an extension of any timelines within this Article.

Section 8. Authority of Arbitrator.

Only one grievance may be decided by an arbitrator at any hearing unless the parties mutually agree to waive this requirement. The arbitrator shall have no right to add to, subtract from, nullify, ignore, or modify any of the terms of this Agreement or expand the issue(s). The arbitrator shall consider and decide only the particular issue(s) presented in writing by the City and the Union. The

arbitrator's decision shall be based solely upon his/her interpretation of the terms of the Agreement. If the matter sought to be arbitrated does not, in the arbitrator's judgment, involve an interpretation of the terms or provisions of this Agreement, he/she shall so rule. The decision of the arbitrator shall be final and binding on the City, the Union, and the employee or employees involved.

Section 9. Arbitration Expenses.

The expenses of the arbitrator, including fees, shall be shared equally by the City and the Union. Each party shall be responsible for its own arbitration expenses. When an employee of the bargaining unit is subpoenaed by either party in an arbitration case, that employee may appear without loss of pay if he/she appears during his/her regularly scheduled hours of work.

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 City's representative fails to give a written answer within the time limit specified, 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 City's answer will be considered settled on the basis of the City's last answer. The number of days to answer or move a grievance may be extended by mutual agreement.

Section 11. Expedited Grievance Procedure.

In the event of an actual or proposed termination, the Union may bypass Steps 1, 2, 3, and 4 and file the grievance directly with the Director of Human Resources, as indicated in Step 5, who will make the final determination on behalf of the City. All arbitration procedures thereafter shall be in accordance with the provisions of Sections 7 and 8 of this Article.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Section 1. Policy.

The City reserves the right to, with just cause, discharge, suspend or otherwise discipline employees for violations of City and/or departmental rules and regulations. All disciplinary and corrective actions shall be subject to the provisions of the grievance procedure contained in this Agreement. The seriousness of an offense will often vary with the circumstances prevailing at the time of the occurrence and the motives which prompted the offense. Related and mitigating factors shall be considered when determining the appropriate action to be taken. The disciplinary process involves four steps of progressive discipline for infractions of a similar nature and which are of a nature not serious enough to constitute just cause for immediate suspension or discharge. The progressive steps are:

Caution Counseling -- Verbal discussion documented as to issue addressed, initialed by both the supervisor and the employee, with a copy provided thereto, and placed in the employee's personnel file.

Written Reprimand -- Signed by the supervisor and the employee, to acknowledge receipt thereof, witnessed by a Union Steward, and placed in the employee's personnel file.

Suspension -- Notice in writing of a removal from pay status for a specified period of time, with, at the employee's discretion (subject to Superintendent concurrence), an alternative forfeiture of the equivalent amount of accrued vacation leave (provided, however, that decisions regarding such substitutions, while deserving of an explanation, shall not themselves be grieveable.)

Discharge -- Notice in writing of termination of employment with the City of Topeka for an offense(s) or recurrence of offenses serious enough to warrant such.

In the event an employee refuses to acknowledge receipt of a copy of any action, it shall be noted by the Supervisor and initialed by the Union Steward. Employee assistance measures may be utilized if deemed appropriate by Management. (See Article 2, Section 12).

Section 2. Procedure.

The progressive disciplinary system listed is intended to serve as warning to the employee that he/she needs to improve in the listed area and that repeated incidents may result in suspension or termination. The steps of progressive discipline are intended as a guideline for the application of discipline but the City may apply any level of discipline commensurate with the seriousness of the offense committed.

The City shall have the right to discipline employees up to and including termination; provided, however, that all actions to terminate employees shall require the approval of the Human Resources Director of the City. The City may place the employee to be terminated on administrative leave with or without pay pending the resolution of an appeal filed under the provisions of Article 5 of this Agreement.

Offenses not normally considered serious enough to warrant immediate suspension or termination:

1. destruction or loss of City property;
2. improperly using or obtaining leave time;
3. tardiness;
4. absence without permission or proper notice;
5. interference with the regular conduct of City business;
6. using City vehicles, property or equipment for personal use;
7. consistent or continual unavailability for work;

8. engaging in habits that interfere with the individual's or any other employee's performance on the job;

9. violations of any work rule governing a management's right or Administrative Rule and Regulation which governs a mandatory subject not contained within this Agreement.

The above list does not constitute a complete and total listing of offenses but is for illustrative purposes only.

Section 3. Grounds for Suspension or Termination.

Compliance with Department and Section rules is necessary to a safe and efficient workplace and to maintaining sound relationships with employees. Below is a listing of offenses (not all-inclusive) which are of such a serious nature as to warrant immediate discharge or suspension and for which the Employer shall have the absolute right to take such actions without prior notice. With offenses of this nature an employee may be placed on unpaid administrative leave while an investigation is being conducted. If the investigation lasts longer than one week (five regular work days), the employee will be put on paid administrative leave until the investigation is concluded. Related and mitigating factors may be considered, however, when determining the appropriate response to misconduct. The City reserves the right to determine that any violation of rules and/or regulations may constitute just cause for immediate suspension or termination depending on the circumstances relating to the offense.

Examples of offenses which may constitute sufficient and just cause for immediate suspension or termination are as follows.

1. Refusing to perform work assignments.

2. Leaving work assignment and/or City property without permission.

3. Insubordination.

4. 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 the Superintendent or designee.

5. Theft of property belonging to the City

6. Knowingly falsifying information to the City or knowingly making false statements in matters relative to employment.

7. Dishonesty in any form or degree.

8. Fighting, including striking a fellow employee or supervisor, or threatening a fellow employee or supervisor with apparent intent to cause bodily harm.

9. Soliciting or performing during duty hours work not authorized or directed by or otherwise beneficial to the City.

10. Performing non-City related activities during paid work time (e.g. sleeping, performing personal activities such as artwork or online or catalog shopping).

11. Consumption of alcohol or possession or use of illegal drugs during working hours or the inability to perform duties because of being under the influence of either or any other violation of the City's Alcohol and Controlled Substance Policy.

12. Willful and/or reckless neglect of duty.

13. Accident or injury caused by failure to follow safety procedures or by inattentiveness of the employee.

14. Failure to return to work after an approved leave of absence or failure to return to the job after any other approved departure.

15. The use of unreasonable and abusive language or unacceptable treatment of a client, citizen or other individual in the community, or City employee on the City payroll.

16. Violation of the City's No Harassment or Discrimination Policy.

17. Solicitation or acceptance of money or anything of value to influence decisions in public matters or as a reward for such decisions.

18. Possession of any type of firearm, explosive or concealed weapon without specific authority.

19. Possession, sale, consumption or being under the influence of any alcoholic, narcotic or other non-prescription substance while on the work site, except to the extent governed by the City Substance Abuse Policy.

20. Other violations of a similar nature.

The above list does not constitute a complete and total listing of offenses but is for illustrative purposes only.

The preceding list does not limit Management's right to take appropriate corrective or disciplinary actions for just cause as necessary. Employees may request the presence of a Union Steward at all disciplinary proceedings.

A permanent employee, as defined in Article 3, Paragraph C, of this Agreement, may be removed for just cause. Any employee so removed shall be given written notice of his/her dismissal with the reason(s) therefor. Any terminated employee shall be taken off the payroll immediately.

Section 4. Manner of Discipline.

If the Employer has reason to discipline an employee, it shall be done if at all possible in a manner that will not embarrass the employee in front of other employees or the public.

Section 5. Notification of Disciplinary Action.

For all proposed disciplinary actions, the Employer shall notify both the Union Business Agent, Steward, and the employee involved that a corrective measure is being contemplated and

why. With that notification, employees shall be informed of their right to Union representation if they so choose. It is the responsibility of the employee, however, to make the representation request. The employee may waive Union representation, but must do so in writing. If waived, the employee and/or the Union representative shall be given the opportunity at the ensuing meeting to rebut or clarify the reasons for such possible discipline. Such meeting shall occur within fourteen (14) days of Management's having knowledge of the underlying problem, unless the Chief Union Steward is advised within that time frame that an extension is necessary and why.

Section 6. Form and Measure of Disciplinary Action.

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee, Union Business Agent and the Union Steward, (if representation has been requested) a clear and concise statement in writing of the disciplinary action and reasons therefor. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct. An employee shall continue to be entitled to the presence of a Union representative at any phase of a disciplinary action, even if previously waived. If there is no Union representation in a disciplinary matter, no resulting penalty can be used as a precedent for the handling of a similar incident in the future.

Section 7. Personnel File.

A copy of any adverse action shall be given to the employee. All records of disciplinary actions of a nature not serious enough to warrant immediate suspension or discharge shall not be used for progressive disciplinary purposes after eighteen (18) months from the date of the underlying incident if there has been continuous service free from additional disciplinary actions for violations of a similar nature. Records of disciplinary actions involving immediate suspensions shall remain in the personnel file and may be considered along with future violations of a similar nature for

disciplinary purposes for thirty-six (36) months from the date of the underlying incident. Disciplinary actions involving policy violations of a harassing, discriminatory, or workplace violence nature will remain on file and may be considered along with future violations of a similar nature for the duration of employment.

ARTICLE 7

HOURS OF WORK

Section 1. Regular Hours.

The normal work week for full-time employees in the bargaining 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 work day for full-time employees shall be eight (8) hours within a twenty-four (24) hour period. The Employer agrees to meet with the Union during the life of this contract to work alternative work schedules to include 10-hour workdays within a 24-hour period in four (4) consecutive days (Monday – Thursday or Tuesday – Friday). 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.

Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotations. All work schedules showing employees' shifts, work days, and hours shall be posted on applicable departmental bulletin boards.

The Employer shall provide five (5) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. Employees will not be sent home early for the purpose of avoiding overtime.

Work schedules will not require employees to work split shifts or consecutive shifts, except in emergencies as stated in Section 9.

In the situation of a weather event or emergency, management shall have the discretion to assign staff for a work shift outside of their normal work shift until the work for that event is completed. Management will notify staff as soon as practicable if they are being assigned to an

alternate work shift due to a weather event or an emergency. Employees shall be allowed sufficient time not to exceed one (1) hour without pay to report to an emergency shift. This does not apply in cases of extreme emergencies.

Supervisors shall cooperate with employees required to work overtime in making arrangements for contingencies such as daycare and shared rides.

Section 3. Rest & Meal Periods.

A. All employee work schedules shall provide, where applicable, for a fifteen (15) minute rest period during each one-half shift. The rest period shall be at the job site or in close proximity. Supervisors shall cooperate with employees required to work overtime in making arrangements for contingencies such as daycare and shared rides. When the work being done is incidental to an emergency declared by the Rehabilitation and Maintenance Manager or designee, employees shall not be entitled to rest periods until the emergency work has been completed.

B. All employees shall be granted a meal period during each work shift. Those meal periods shall be as near the middle of the shift as possible. Meal periods themselves shall be with pay and shall be at the job site or in close proximity. There is no set time period to eat a meal, but employees are expected to take only a minimum amount of time for that purpose and only when work allows to do so (grab and go). The Rehabilitation and Maintenance Manager or designee may reschedule meal periods during, but not beyond, the sixth (6th) hour of a shift. 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. The meal period shall be at the job site or close proximity.

C. Employees called back or required to work outside of normal work hours shall be

given paid fifteen (15) minute rest periods after each two (2) continuous hours of work and/or paid thirty (30) minute combination rest and meal periods after each four (4) continuous hours of work.

The City will provide either an actual meal itself or a single allowance of six dollars and fifty cents ($6.50) to an employee who is required to work four (4) or more continuous hours of unscheduled overtime beyond a normal shift. If the employer determines that the employee's work cannot be interrupted for a full meal break, the employee shall be entitled to only enough time to eat the meal.

Section 4. Post-trip Inspection/Clean-up.

Employees shall be granted twenty (20) minutes at the ends of shifts to both clean-up; perform post-trip inspections; brief supervisors on work accomplished; receive assignments for the next day; and prepare vehicles and equipment accordingly.

Section 5. Time and Place for Reporting for Work.

Employees shall be ready to commence work or depart from their reporting stations for job assignments at the beginning of each work schedule and work until the end of their work shift excluding the allowed clean up time per the bargaining unit agreement. Employees are required to use a time capture device and must clock in before the beginning of any work shift and clock out at the end of the shift. The employee must call the designated phone number no later than one-half (1/2) hour before the start of the shift if they will be absent or late. Employees are not authorized to leave the work site early without the Infrastructure Support Manager's approval of authorization to leave prior to the end of the shift. Each employee is responsible for ending his or her work shift at the appropriate time.

Section 6. Reporting Time.

Any employee 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.

Section 7. Call/Show-up Time.

Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of three (3) hours "show-up" time or the actual number of hours worked, whichever is greater, at his/her scheduled hourly rate. Only one show-up allowance may be paid an employee per 24-hour period, after which compensation will be for actual hours worked.

Section 8. Shift Differential.

Full time employees of the Street Section shall be eligible for Shift Differential as follows:

1. Shift work starting at or after 7:00 p.m. but before 3:00 a.m. shall qualify for the differential.

2. As an exception to the normal requirement that shift work be regular and recurring, those who bid on and are assigned to pre-established "night" shifts for emergency snow removal shall also receive the differential for hours worked in that contingency capacity.

3. If an employee volunteers for or is otherwise assigned to fill-in on a temporary basis for an absent co-worker on shifts that would ordinarily satisfy the criteria of subsection 1 above, that employee shall be entitled to the differential for all hours worked in that assignment.

4. Employees assigned to such night schedules shall be paid an additional seventy cents ($.70) per hour.

5. For the purposes of either standby actually worked, or overtime performed, in conjunction with an underlying qualifying night schedule, Shift Differential, as a premium pay, shall be added prior to calculation of one and one-half (1½) times the employee's regular hourly rate.

6. Payment of Shift Differential shall only be for actual hours worked and not applied to non-duty status compensation for vacation; sick, funeral, or emergency leave; compensatory or

holiday time; and any related absence with pay.

Section 9. Exceptions.

When the Superintendent or designee has determined that an emergency exists, the Union agrees that the provisions of this Article may be temporarily suspended in order to control the situation which has caused the emergency.

Section 10. Standby.

Any employee selected by Management as being on standby and specifically designated as a standby employee shall be compensated one hour at straight time for each consecutive eight-hour block of time the employee is on standby. The eight-hour blocks of time shall commence at the end of the employee's scheduled workday and shall run consecutively thereafter. In the event that standby causes an employee to accrue hours in excess of forty (40) in a work week, then those hours shall be treated as overtime hours and subject to the same rules that apply in Section 8.

- Employees are assigned to standby on a seven-day rotational basis using a standby /call list. This person will be utilized for all work calls received after normal duty hours, on weekends and holidays.
- Once an employee is assigned a standby assignment, 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 standby eligible employee to complete the assignment. If an employee covers for a standby employee, a minimum of 24 hours must be exchanged by the employees. Any employee excused or deferred from standby will have the amount of time and pay deducted for the time they were not available to respond. The employee that filled in for the scheduled standby employee would receive the any overtime pay and the standby pay

for the period they worked.

- If an employee is not able to fulfill the assigned standby due to a personal medical issue or work-related injury and is not able to find a replacement, management will assign the next person on the seniority/ call list as a replacement for the scheduled standby.
- Eligibility. Employees must have qualified in the following pieces of equipment to be eligible to be on standby.

  a. Sweeper Vac / 3-Wheel Sweeper

  b. Loader

  c. Flush Truck

  d. Dump Truck

  e. Bobcat

ARTICLE 8

OVERTIME

Section 1. Policy and Practice.

A. Definition. Overtime is defined as all hours in pay status in excess of forty (40) hours in any scheduled work week and the hours/days identified in Section 4 of this Article. Overtime work must be approved by the Section Manager.

B. Holdover. Employee(s) with relevant skills involved in work that requires them to be held over in order to complete the assignments will be offered that opportunity for overtime without regard to the normal seniority list.

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

D. Eligible Employees. For the purposes of this Article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation leave may ask to be retained on a particular overtime list for emergencies only.

Section 2. Distribution of Overtime Work.

A. The Production Manager will determine categories of employees for overtime work. However, he/she will notify the Union in advance of any proposed changes in those categories in order that its input may be considered before implementation.

B. Snow removal shifts will be determined by seniority bid for day or night shift in October of each year. Once shifts have been established, necessary overtime due to inclement weather will utilize the day call or night call process. When overtime begins within three (3) hours of the start of the day shift, the day shift will be called for overtime work. When the overtime begins

within three (3) hours of the start of the night shift, the night shift will be called for overtime work. The provisions of section C do not apply for holdover and emergency snow removal situations.

C. When an overtime assignment becomes available, except for holdover or emergency snow removal situations, efforts will be made to contact the first qualified person at the top of the list to offer him/her the opportunity to work. Anytime the contacted employee is available and accepts an overtime assignment his/her name is placed at the bottom of the list. Anytime an employee is contacted and declines an overtime assignment, his/her name is placed on the bottom of the list. Any employee who has been called out for and is still on an overtime assignment will be required to finish that assignment before being considered for another opportunity.

D. After a list of eligible employees has been exhausted, the least senior employee qualified to perform the work in question will be required to accept the overtime assignment.

Section 3. Employee's Obligation to Accept Overtime Work.

Except for holdover and emergency snow removal situations, any employee shall have the right to refuse the first call for overtime work on an individual overtime job, but must accept the assignment on the second call.

Section 4. Definition of Pay Status.

For the purposes of this Article, the following shall be considered hours worked pursuant to Fair Labor Standards Act (FLSA) requirements for calculation of overtime:

1. Holiday time
2. Vacation time
3. Up to 3 additional days that are provided for Perfect Attendance Incentive

Section 5. Compensatory Time.

Compensatory time shall be given in accordance with the provisions of the FLSA, but all

employee requests for such shall require supervisory approval. All unused, accrued compensatory time shall be paid out on the final paycheck of each year for employees of the bargaining unit hired on or after January 1, 2016. The compensatory time payouts will be taxed separately from regular wages. In the event of a snow or other similar emergency declared by the City Manager whereby all "non-essential" employees are directed to stay at home with pay and without assessment of personal leave, all Street Section workers covered by this Agreement who are considered essential and therefore required to (and do) report shall receive in Compensatory Time the same number of hours as those deemed non-essential are excused from duty, less any time such essential Street employees are themselves granted absences from normal work schedules. New hire initial probationary employees will not be eligible for compensatory time until they have successfully completed their probation except for snow removal and emergency overtime. All overtime for initial probationary employees will be paid at the applicable overtime rate.

ARTICLE 9

SENIORITY

Section 1. Definition.

Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following categories:

A. City Seniority - The total length of uninterrupted service following initial date of hire with the City.

B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.

C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

Employees shall accrue seniority for time spent on involuntary Military Leave or leave as a result of an on-the-job injury or as provided elsewhere in this Agreement.

Section 2. Loss of Seniority.

An employee's seniority accumulation shall stop if the employee:

1. Is discharged for just cause (unless reversed and awarded back pay through the grievance or other legal procedure).

2. Retires.

3. Quits or resigns. Any employee who voluntarily resigns on good terms and returns to work in the same division within one hundred twenty (120) days shall receive credit for all City seniority previously accrued. However, unless an employee receives direct compensation from the City during that 120 day period, he/she shall accrue no further seniority. Divisional and Classification seniority shall commence on the date the employee returns to work.

Section 3. Seniority List.

The Superintendent shall maintain an up-to-date seniority list of all employees containing the name of each employee, date of hire, date entered the Division, and date entered the classification.

Every six (6) months the City shall update and post the seniority lists on the official bulletin boards and submit a copy to the Union. The City and the Union shall be allowed thirty (30) days to notify one another of any errors they find in the seniority lists as posted.

ARTICLE 10

PROBATIONARY EMPLOYEES

Section 1. Definition.

Probation shall mean the period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.

Section 2. Initial Probation.

Each employee, following initial employment, shall be subject to a minimum probationary period of 1,040 work hours. This probationary period may be extended, for just cause, by the Employer for up to 520 additional work hours if the performance demonstrated by the employee does not conclusively illustrate reasonable ability to complete the expected duties and if the action to extend the probationary period is taken prior to the end of the 1040 work hours. The Employer agrees to notify employees and the Union in writing of decisions to extend initial probationary periods.

All new employees serving in their initial probationary period 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) work 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 increase the probationary period up to an additional one thousand forty (1040) work hours. An employee who does not successfully complete the initial

probationary period may be terminated for just cause.

Section 3. Interim Probation.

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 or sex, 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) work hours. For all employees transferred or voluntarily demoted or promoted to the job classifications listed below, the probationary period shall be extended to one thousand forty (1040) work hours. Personnel assigned to the Street Maintenance Section, provided that Management, in the interests of the efficient operation of the Division or to increase an employee's chances of succeeding at his/her new position, may increase the probationary period up to an additional one thousand forty (1040) work hours.

Section 4. CDL Requirement.

All initial probationary employees shall be required to have or obtain a Class A CDL prior to the completion of their initial probationary periods. The necessary on-duty time shall be allowed for this, consistent with the provisions of Article 2, Section 13.A.

ARTICLE 11

VACANCIES-TRANSFERS-PROMOTIONS - DEMOTIONS

Section 1. Definitions.

A. Vacancies: For the purposes of this Article, a vacancy is created when the City/division increases the work force and/or chooses to fill an open position created by a termination, resignation, or promotion.

B. Transfers: For the purpose of this article, a transfer shall be defined as an interdepartmental or an intradepartmental move into the Street Maintenance Section, Equipment Operator Classification. Employees transferring into the Street Maintenance Section will serve an interim probationary period of 1040 hours.

C. Promotion: For the purposes of this Article, a promotion is the advancement of an employee to a higher competency skill level within the Street Section on a permanent basis.

D. Demotion: The movement or reduction of an employee to a lower competency skill level, grade, or rank.

Section 2. Posting.

All vacancies to be filled on a permanent basis shall be posted on Union bulletin boards for a period of five (5) working days prior to filling the vacancy. The posting notice will contain the job title/description, shift, and any other information as necessary. The Superintendent or designee may elect to conduct an external recruitment for position vacancies concurrently with the internal posting. Employees requesting to change shifts must submit request in writing to the Superintendent or designee when the vacancy is posted. Requests for shift change will be handled on a seniority basis. Management shall make every effort to fill jobs as expeditiously as possible and shall promptly notify the Union of decisions not to fill jobs at the time such decisions are made. On request of the

Union, Management shall provide a statement of the status of a position if the position is not posted within thirty (30) days of the vacancy. Vacancy announcements shall not be required where the Employer allows a transfer or demotion to avoid a layoff situation. If a vacancy is not filled within fourteen (14) days following the posted open bidding period, it may be re-opened for bids. If the opening is neither filled nor re-opened, Management will notify the Union of and explain the reason for its decision.

Section 3. Promotion.

Promotion within the Division will be based on the acquisition of new competency levels pursuant to training, practice, experience, and qualification as set forth in Article 18, Section 4. Testing can only occur after the completion of pretesting and training. The employee may choose to waive the training but if he selects to do so and fails the test then he or she will be required to go to the end of the training list and must complete all training hours for that specific piece of equipment. After all training requirements have been successfully achieved then advancement to the next higher scale will commence with the first day of the first pay period following certification by the Safety and Training Coordinator and Production Manager.

Section 4. Demotion.

An employee may be demoted to a lower competency skill level, grade, or rank by the Production Manager if he or she is unsuccessful in obtaining a "Meets Expectations" rating level after the retraining period as prescribed in Article 18 Section 5B. The following are examples giving reason for demotion (The following enumerated list of reasons for demotion is not to be taken as an absolute list of all possible justifications for demotion):

A. Due to continued unsatisfactory performance or their inability to operate equipment they have been trained on, certified, and have been receiving skill based compensation;

B. For continued unsatisfactory workmanship quality when working with the piece of equipment they have been trained and certified on;

C. When there has been damage to equipment for which they have been trained and certified on and the supervisor, safety committee, and/or Superintendent determine the damage/accident was avoidable and demotion is justified.

Section 5. Advanced Placement for New Hire.

When an Equipment Operator new hire possess advanced equipment skill level experience from previous employment and can provide proof of the advanced equipment skill operation along with documentation (i.e. certificate, license, etc.), then management can place the new hire equipment operator in a higher competency skill level. The new hire equipment operator shall be subject to all of the provisions of Article 10 Probationary Employees.

ARTICLE 12

LAYOFF PROCEDURE

Section 1. Layoff Determination.

Layoffs shall be defined as a reduction of staff or the elimination of any position to insure the efficient and economical operation of the Section as determined by the Superintendent, Department Head, and/or the City Manager.

In the event a reduction in force is deemed necessary, employees shall be laid off as follows:

1. The Superintendent shall designate where the layoff(s) will occur. In general, temporary employees or employees who are partially subsidized through specially-budgeted programs shall be laid off first, followed by benefit-eligible employees on part-time schedules, followed by benefit-eligible full-time employees.

2. The laying off of benefit-eligible, full-time employees will occur in the inverse order of their seniority.

Section 2. Required Notice.

Employees who are to be laid off shall be given formal written notice at least fifteen (15) working days in advance of the date of the layoff. If such notice is not given, the Employer shall pay to the individual affected one day's salary for each day fewer than fifteen (15) that the notice was actually provided. The Union shall be given a copy of the layoff notice.

Section 3. Recall.

Employees shall be recalled from layoff according to their seniority. If there is more than one employee available to be recalled, the Superintendent shall recall the employee with the most seniority, regardless of the number of skill levels he or she has.

The City shall retain a list of employees who have been laid off. Those who have remained

on a layoff status for more than twenty-four (24) months shall be stricken from the list and no longer subject to recall.

Employees on a recall list shall notify the Superintendent by Certified Mail within ten (10) days of any change of address. Any employee failing to provide such a notice shall have no recourse, legal or otherwise, against the City if a recall occurs and he/she has failed to receive notice.

The City agrees to advise laid off employees on a recall list of a job vacancy by mailing notices to the employees' last known addresses as provided in the manner set forth above.

Any employee who receives notice of a recall and who desires to be considered for a vacancy shall notify the Superintendent by Certified Mail -- within ten (10) calendar days of the postmark of the City's notice -- stating the exact date the employee will be available to return to work. The employee shall be required to be available to return to work within twenty-four (24) days of the City's notice in order to be considered.

Section 4. Layoff Options.

The Superintendent may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this Agreement shall prohibit the City Manager 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) Implementing a rotational furlough system, or

d) Utilizing other scheduling variations which may cause minimal impact on services rendered to the public.

ARTICLE 13

SICK LEAVE

Section 1. Accumulation.

Employees covered by this Agreement shall accrue sick leave at a rate of 3.692 hours per pay period for a forty-hour employee. The maximum year-end carry-over for sick leave shall be one thousand forty (1,040) hours for a full time forty-hour employee. While bargaining unit members may continue to accrue above that number at their normal rate during the ensuing twelve-month period, any excess on December 31 will be zeroed out and compensated in accordance with the provisions of Section 4 below. An employee must be performing assigned duties or on authorized paid leave or Workers' Compensation to be eligible to accrue sick leave.

Section 2. Requests.

An employee shall only be allowed to utilize sick leave for approved purposes pertaining to the provisions of acceptable sick leave use. Employees who wish to be placed on sick leave status shall notify their Supervisors of their illnesses prior to the start of their shifts or prior to leaving their work sites. The requests may be subject to reasonable audit, confirmation, and medical certification before or after approval.

The employee must notify an Infrastructure Support Manager, or designated phone number if they are not available, no later than one-half (1/2) hour before the start of the shift. Requests submitted more than two (2) working days after an employee returns to work as well as claims submitted following termination of employment shall not be honored unless in special circumstances an exception is made by the Division Head. Sick leave shall be available as it is accrued, including during the initial probationary period, but shall not be allowed in advance of accrual.

Unless previously approved, employees are not authorized to leave the work site early

without the Infrastructure Support Manager's approval. Each employee is responsible for ending his or her work shift at the appropriate time.

Employees who are assigned to ten (10) hour shifts who request a day of sick leave must use ten (10) hours of sick leave.

Section 3. Acceptable Use.

A. Sick leave may be utilized in minimum one-quarter-hour increments when an employee is unable to perform duties due to personal sickness or injury or when the illness or injury of an employee's spouse, child, stepchild, parent, grandparent, or grandchild living with the employee requires care-giving from the employee. Additionally, sick leave may be used for medical, dental, or other routine diagnostic or remedial treatment of the employee or the employee's spouse, child, stepchild, parent, grandparent or grandchild living with the employee when facilitation is necessary by the employee. In no case, however, shall sick leave granted for such purposes exceed the actual time necessary for examination, treatment, and travel.

In non-emergency situations, employees shall schedule medical or dental appointments and/or treatments at times which do not interfere with job-related duties and shall notify supervisors as soon as the appointments are known. Sick leave may also be allowed or directed if exposure to a contagious disease may endanger or jeopardize the attendance of other employees.

B. Sick leave may be utilized for elective surgery. If more than three (3) days will be necessary, however, arrangements must be made in advance with the Rehabilitation and Maintenance Manager or designee so that the leave will, to the extent possible, be at a time best suited to the work situation.

Section 4. Year-end Reconciliation/Payment Upon Retirement.

Employees who at the end of the year have in excess of the number of Sick Leave hours

permitted for carry-over as stipulated in Section 1 above shall have such residual hours zeroed out and compensated at the rate of thirty-five percent (35%) of their respective hourly wages on December 31. Any employee retiring under the Kansas Public Employees Retirement System (KPERS) or the Social Security System will similarly be paid for thirty-five percent (35%) of eligible accrued sick leave up to a maximum of three hundred ninety-seven (397) hours at his or her hourly rate immediately preceding retirement.

Section 5. Return to Work.

Any employee who absents himself or herself on Sick Leave for more than three consecutive workdays may be required to provide the Human Resources Director with a report from a medical doctor duly licensed by the State of Kansas indicating the dates the employee has been under treatment and certifying that he or she is capable of returning to full duty. Failure to provide a doctor's statement as required may result in a determination that the Sick Leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Any employee who is off work as the result of a job-related injury shall, before starting back, report to the Human Resources Department. The employee shall at that time provide to the Human Resources Director a statement from the City Health Care Provider (CHCP), by whom the employee will have been required to be treated, certifying that the employee is capable of performing full regular duties.

The Human Resources Director may also require any employee appearing to be sick or injured on the job or coming back to work from extended Sick Leave (more than three consecutive work days) to report to the CHCP for an independent evaluation, regardless of whether or not a note from that employee's personal physician has been presented. The cost of such an examination shall be paid by the Employer. Any employee refusing to be examined by the CHCP may be subject to a

determination that he/she is not yet cleared to return to duty.

Section 6. Excessive Use of Sick Leave.

Any employee who establishes a pattern that makes it appear the employee is using sick leave improperly shall receive a written notice from the Rehabilitation and Maintenance Manager or designee notifying him or her to report to the Human Resources Department. Thereafter, the employee may be required to report to the CHCP for consultation-concerning the employee's duty status. The CHCP may require a doctor's statement certifying:

1. That the employee was treated and the date(s) of that treatment;

2. That the illness or injury was of sufficient seriousness to prevent the employee from being present at work;

3. That the employee was unable to work on a specified date or dates because of the illness or injury; and

4. That the employee may return to work to assume his or her regular duties on a date certain.

Failure to comply with the above Doctor's statement requirement may result in a determination that the Sick Leave in question was not supported by medical opinion, thereby leading to disciplinary action for abuse.

Section 7. Leave Requiring Medical Attention.

An employee may remain on the job as long as his/her health permits. As provided in Sections 3.A and 5 above, however, Management may require any employee to report to the Human Resources Department if there is reason to believe that that employee is incapable of performing his/her duties because of illness or injury. The Human Resources Director may refer the employee to the CHCP for consultation and/or examination to determine the ability of the employee to perform

his/her assigned duties.

Section 8. Employees Receiving Workers' Compensation Benefits.

Any employee injured as the result of an accident arising out of and in the course of his or her employment -- and who is receiving Workers' Compensation benefits while he/she is Temporarily Totally Disabled and is still employed as a regular employee of the City of Topeka -- may prorate sick leave in an amount representing the difference between his/her normal base compensation from the City and the amount received from Workers' Compensation. An employee who is receiving Workers' Compensation of any kind shall continue to accrue sick leave.

Section 9. Incentive for Non-Use of Sick Leave.

The purpose of this incentive is to discourage the repetitive use of sick leave by employees.

For all full calendar years following the effective date of this Agreement, Employees may elect to choose one of the two options (Option 1 or Option 2 but not both) listed below as an incentive for the non-use of Sick leave.

OPTION 1: Employees may elect to be compensated with incentive awards in accordance with the schedule below, with eligibility lists to be submitted by the Section payroll clerk prior to January 15 and payments to be received with the first full pay period following validation and approval by the Department of Financial Services:

0 hours used during the year	$500.00
1-8 hours used during the year	$400.00
9-16 hours used during the year	$300.00
17-24 hours used during the year	$200.00
25-32 hours used during the year	$100.00

OPTION 2: Employees shall be granted one day of personal leave for each four (4)

consecutive months of perfect attendance provided, however, that none of the months may overlap into another month period. The employee may accumulate up to three (3) personal leave days for this purpose annually. It will be the responsibility of the employee to track their non-use of sick leave and report personal leave day earnings to their supervisor. Any unused personal leave at the close of each calendar year must be taken during the period of January 1st through April 30th of the following year. An extension may be granted with the approval of the Production Manager and Superintendent.

Section 10. Non-City Employment Injury and Use of Leaves.

Any City employee injured while in the employment of an employer other than the City shall reimburse the City for any losses sustained by the City through sick or other paid leave usage, provided both that the employer is insured and that a Workers' Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay made by the City.

Section 11. Effect of Inter/Intra-Departmental Transfers on Sick Leave Accrual.

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

Section 12. Light Duty for Injury On or Off The Job.

An employee injured either on or off the job who is unable to perform his or her assigned duties may be placed on light duty as determined by the CHCP. The Rehabilitation and Maintenance Manager shall determine whether light duty positions exist and the duties associated with each such activity.

Employees injured on the job shall receive preference in being placed in any available light duty assignments. Any disputes concerning light duty positions or the right thereto shall be

submitted to the Human Resources Department for resolution. The Human Resources Director may, with the agreement of the employee, place the employee in a light duty capacity in another Department.

ARTICLE 14

HOLIDAYS

Section 1. Holidays Recognized and Observed.

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

1. New Year's Day -- January First
2. Martin Luther King, Jr.'s Birthday -- Third Monday in January
3. Memorial Day -- Last Monday in May
4. Independence Day -- July Fourth
5. Labor Day -- First Monday in September
6. Veterans Day -- November eleventh
7. Thanksgiving -- Fourth Thursday in November
8. Friday after Thanksgiving
9. Christmas Eve Day -- December twenty-fourth
10. Christmas Day -- December twenty-fifth

All holidays shall commence at 12:01 a.m. on the day of the designated holiday and shall end at 12:00 midnight on the day of the designated holiday; except for street maintenance equipment operators assigned to a regularly scheduled night shift whose holidays shall commence at 12:01 p.m. on the day of the City designated holiday and shall end at 12:00 p.m. on the day after the City designated holiday. Eligible employees shall receive a normal day's pay 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.

Should the City designate an alternate day other than the closest Friday or Monday, then that will become the official holiday for the purposes of this Section. Management and the Union, on behalf of the street maintenance equipment operators assigned to a regularly scheduled night shift, may jointly designate an alternate holiday schedule which differs from the holiday schedule described above, but only if the alternate holiday schedule is submitted to the Human Resources Director before December 1 of the year preceding implementation.

Those personnel while assigned to 4 day 10 hour shifts:

- Eligible employees shall receive 10 hours pay for each of the holidays listed above on which they perform no work.
- Eligible employees that normally have Friday off and any of the holidays listed above shall fall on Saturday or Sunday, the preceding Thursday shall be observed as the holiday.
- If a holiday falls on a Saturday or Sunday, management shall have the discretion to determine what day the holiday will be observe

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

a. 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 approved vacation leave, and

b. An employee being paid by Workers' Compensation shall receive holiday pay, without using sick or other types of leave, in a pro-rated amount in order to equate to a full day of pay when added to the amount of pay received from Workers' Compensation.

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

Section 3. Holiday Work.

If an employee is required to work on any one of the ten designated holidays, as determined in accordance with Section 1 above, he/she will be paid double time for all hours worked in addition to his/her normal pay for the holiday. When an alternate holiday is designated in accordance with Section 1, work on a City designated holiday will be paid at the employee's regular rate of pay.

ARTICLE 15

VACATION

Section 1. Eligibility and Allowance.

Benefit-eligible employees shall earn vacation by pay periods according to the following chart, prorated in relation to the average number of hours worked per week, provided the employee works at least an average of twenty (20) hours per pay period:

Length of Service	Hours Earned Per Pay Period	Days Earned Per Year	Hours Earned Per Year
1-4 years	3.692	12	96
5-9 years	4.615	15	120
10-14 years	5.539	18	144
15-19 years	6.462	21	168
20-24 years	7.385	24	192
25-29 years	8.308	27	216
30 years & thereafter	9.231	30	240

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

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

An employee who is receiving Workers' Compensation of any kind shall continue to accrue vacation leave.

Section 2. Vacation Pay.

Vacation pay shall be the employee's regular straight time rate in effect for his/her regular job on the day immediately preceding the vacation period.

Employees who request vacation while working 10 hour shifts, must use 10 hours of vacation.

Employees may convert up to a maximum eighty (80) hours of accrued vacation leave annually into the equivalent in hourly rate compensation, with requests therefore being due by December 1. Payments will be made with the final pay period of the calendar year, but in no case will such lump sum buy-backs be treated as hours worked for the purposes of overtime calculation.

1. Twelve (12) full months of continuous service immediately prior to December 31 of the year in which vacation buyback is applied.
2. Have Supervisor approval.
3. A "Meets Expectations" or better performance rating on their most recent performance assessment and not be subject to disciplinary action at the time the vacation buyback is requested.
4. Eligible to use, or be scheduled to use, at least 40 hours of vacation by December 31, of the year in which vacation buyback is requested/
5. Retain a vacation balance, after the vacation buyback and vacation used during the year are applied, of at least 80 hours but nor more than 240 hours.

Section 3. Choice and Selection of Vacation Period.

All employee vacation choices and selections shall be by seniority and subject to Divisional operational needs as determined by the Rehabilitation and Maintenance Manager. Vacation requests shall be made in advance to the Rehabilitation and Maintenance Manager or designee in writing in accordance with established time-off procedures. Management may deny requests for vacation which will be provided to the employee in writing. Once approved, vacations shall only be canceled for just cause.

Vacation requests of two (2) work days or less shall be made as far ahead of the desired time off as possible. The Rehabilitation and Maintenance Manager or designee shall either approve or

deny the vacation by the close of business on the day after the request is made unless staffing requirements for the period in question cannot yet be determined.

Vacation requests for more than two (2) work days shall, except for extreme emergencies, be made at least four (4) working days prior to the beginning of the desired time off. The Rehabilitation and Maintenance Manager or designee shall either approve or deny the request within two (2) working days after the request is made unless staffing requirements for the period in question cannot yet be determined.

Vacation requests will not be arbitrarily denied and will be based on operational needs.

Section 4. Holiday During Vacation Period.

If a designated holiday, as provided in Article 14 of this Agreement, occurs during the work week in which vacation is taken by an employee, the number of hours charged against the employee's vacation period shall be reduced by the number of holiday hours that have occurred.

Section 5. Vacation Right in Case of Layoff, Separation, or Retirement.

a. Retirement. Any employee retiring without taking all of his or her earned vacation shall be compensated for the unused hours.

b. Separation. Any employee separated from his/her employment after satisfactorily completing the initial probationary period shall be compensated for all unused accrued vacation.

c. Laid-Off Employees. Any employee who is laid off after completion of his/her initial probationary period shall be paid for any unused accrued vacation. Any employee temporarily laid off may, at his/her option, "bank" unused accrued vacation pending a recall.

ARTICLE 16

LEAVES OF ABSENCE

Section 1. Eligibility Requirements.

Employees shall be eligible for leaves of absence after completing their initial probationary periods.

Section 2. Leave of Absence Without Pay; Obligations of Employee.

A leave of absence without pay is a predetermined amount of time away from work requested by the employee and approved by the Department Head or designee.

While such a leave is permissible, approval is not obligatory. A leave of absence without pay, except one brought about by a disciplinary action, is a privilege. As such, the best interests of both the City and the employee shall be considered in determining whether such leave will be granted. An approved leave of absence may later be canceled for just cause.

When an employee is granted a leave of absence without pay, he/she may return to work at the end of the leave to the position left. If business necessity requires the City to fill the position of an employee on an approved leave of absence, a temporary employee may be hired.

When granted a leave of absence without pay, the employee makes a commitment to return to work at the end of the leave. Failure to return to work or to receive an extension of the leave from the Department Head shall be considered a resignation.

Section 3. Leave of Absence Without Pay; Conditions.

A. During a leave of absence without pay, the employee:

1. Shall not receive pay from the City;

2. Shall not accrue any leave;

3. Shall not pay retirement contributions nor be credited time toward retirement for any

time the employee is not is pay status;

4. Shall pay total health or other insurance falling due except as provided in Section 9 below;

5. Shall, upon return to work, carry over sick leave accrued prior to commencement of the leave without pay; and

6. Shall not receive any other benefits during the absence.

B. Requests for unpaid leaves shall be made, in writing, to the Rehabilitation and Maintenance Manager or designee prior to the requested leave.

C. Provisions of the Family and Medical Leave Act (FMLA) shall govern this Article when the leave of absence qualifies for such purpose.

Section 4. Military Leaves; Temporary Training Periods.

An employee who is a member of a military reserve organization or a National Guard unit shall be entitled to paid leave as hereinafter provided. If such assignment would substantially interfere with the execution of duties in the public interest, the employee may be encouraged to request a rescheduling of any such training/assignment. The maximum payment during any military leave shall be the difference between the base pay an employee would normally receive in one pay period and the amount received from the military. There shall be no compensation from the City if the military pay is equal to or greater than City pay. A forty (40) hour employee may receive up to a maximum of eighty (80) hours annually for temporary training. An employee shall be paid only for those days he/she would normally have worked during the time of the military assignment.

The employee shall provide appropriate documentation of orders to attend any training, citing the nature of the training, the required time away, and any related information as may be necessary to fully clarify the absence.

No City compensation shall be allowed for any person called to active or extended military service, provided that, in the event of a natural disaster or civil disorder within the City limits of Topeka, the City Manager may authorize payment from the City for the duration of such active service, not to exceed the difference between City and military pay as stated herein.

Section 5. Military Leaves; Extended Military Assignment.

All requests for military leave in excess of thirty (30) days must receive prior approval by the City Manager. Employees may be entitled to a position with the City following completion of a military assignment, pursuant to applicable state and/or federal laws governing such leaves. It should be noted that the intent of this provision, unless superseded by state or federal law, is not to encourage voluntary induction into the service for the purpose of exploring a different career opportunity.

Section 6. Funeral/Family Crisis Leave.

A. Forty (40) hour employees shall receive three (3) working days per occurrence (not to be deducted from any hourly accruals) for funeral leave and a maximum of three (3) working days for family crisis leave specifically for:

1. Making arrangements for and/or attending a funeral of an employee's spouse, child, stepchild, parent, stepparent, grandparent, grandchild, sibling, spouse's parent, spouse's sibling, son-in-law, daughter-in-law, aunt, uncle, or a family member of the immediate household permanently residing under the same roof.

2. Attending to recovery (or in limited cases of advance warning, preventive) measures associated with a disaster such as a fire, flood, or tornado or life threatening emergency health problem. In addition, the City and the Union agree that the City may require that an employee requesting such usage supply a statement from the attending physician verifying that the health

problem is both an emergency and life threatening.

3. In cases requiring travel in excess of two hundred and fifty (250) miles, the employee may be granted up to 3 additional days off with pay at the discretion of the Manager.

B. Determinations of eligibility for Funeral/Family Crisis leave use shall be made by the Rehabilitation and Maintenance Manager and/or duly authorized supervisor, exercising reasonable discretion and judgment consistent with personnel guidelines and the guidelines set forth in this section. Additional time, if needed, approved, and justified, may be allowed from other leave accruals or pursuant to leave of absence provisions.

Section 7. Jury Duty/Court Appearances.

An employee called to serve on jury duty or required to be a court witness, but not as a party in a civil matter or defendant in a criminal case, shall be paid an amount equal to the difference between the wages which would have been earned on a given day and the compensation received as a witness or juror. Alternatively, an employee may sign witness/juror fees over to the City in order to receive regular pay.

An employee on jury duty/court appearance leave shall return to work for the balance of a work day if the employee is excused by the court.

An employee shall not have deductions made from accrued leave for the purpose of this provision, unless the employee is a party in a civil matter or defendant in a criminal case or appears as a voluntary expert witness.

An employee appearing in court under this provision may retain any travel, lodging, and/or meal reimbursements.

Section 8. Leave Agreements.

An employee shall enter into a written leave agreement with the Superintendent if the leave

exceeds two (2) calendar weeks (including a leave of absence to pursue Union Business). The agreement shall specify the conditions of the leave, whether it is with or without pay, and what the employment status, salary, and other benefits will be.

The agreement shall be approved by the Human Resources Director prior to the commencement of the leave. A copy of the leave agreement, excluding confidential information, shall be provided to the Union.

Section 9. Medical Disability Leave.

A written request for a leave of absence with or without pay due to medical reasons must be filed with the Human Resources Department prior to the effective date of the requested medical leave. The request must be accompanied by a conclusive medical statement concerning the problem, the probable extent of incapacitation, and any prognosis of when the employee could resume full responsibilities. The Human Resources Director may request an interim evaluation of the employee's condition during such a leave.

In the event the employee is receiving Workers' Compensation benefits as a result of an injury sustained in City employment -- and such incapacitation is total and temporary but not exceeding three (3) months' duration, the City may make contributions to the employee's health benefits upon recommendation of the Superintendent and approval of the Human Resources Director, provided the employee is normally eligible for such benefits.

Physical incapacitation, including but not limited to pregnancy, miscarriage, abortion, childbirth, or other related medical conditions and recovery therefrom, shall be considered as temporary medical disabilities and treated as such under applicable leave provisions.

If Management believes that an employee's health or condition may be endangered by continuing employment or that the employee cannot perform regular and necessary duties of the job,

it shall refer the employee to the Human Resources Department. The Human Resources Director may further refer the employee to the CHCP, who may require the employee to provide a statement of medical condition. The employee shall return to work at the conclusion of the medical disability leave, contingent upon a statement from the CHCP indicating that the employee is medically able to return to work. Consistent with the provisions of Article 13, Section 12, a light duty assignment may be an option at the discretion of the Rehabilitation and Maintenance Manager.

An employee may use accrued sick leave on those occasions the employee is physically unable to complete the duties of his/her employment. An employee desiring to use accrued sick leave for a medical disability leave in excess of five (5) working days shall, if requested, provide a medical statement from his/her physician to the Human Resources Department. Such medical statement may be reviewed by a medical advisor designated by the City -- and further information pertaining to the specific condition may be requested from the attending physician. An employee returning from approved medical leave shall be reinstated to the position held immediately prior to the medical leave without loss of seniority, subject to medical clearance to perform those duties.

Section 10. Voting Time.

An employee who is 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 employment with the City for a period not to exceed two (2) consecutive hours between the time of opening and closing of the polls, provided, however, that if the polls are open before commencing work or after terminating work but the period the polls are so open is less than two (2) consecutive hours, the employee shall only be entitled to be absent from City employment for such period of time which, when added to the period of time the polls are open, will not exceed two (2) hours. An employee shall not, because of so absenting 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.

The Division Manager may specify the particular times during the day which employees may absent themselves for voting, except such times shall not include the regular lunch period. The Rehabilitation and Maintenance Manager may require employees to show current voter registration cards in order to be eligible for paid time off for voting.

Section 11. Civic Duty.

Employees appointed to a committee of the Topeka United Way shall be granted leave with pay to attend committee meetings during their scheduled work hours as long as staffing levels are being met, as determined by the Rehabilitation and Maintenance Manager.

Employees elected to any political or legislative positions who request leaves of absence for the time periods of their elected political or legislative positions shall be granted such without pay if approved by the City Manager.

Section 12. Union Leave.

A. Up to five (5) members of the bargaining unit shall be allowed to attend Union functions, such as but not limited to: Steward school, labor conventions, or organizational drives; provided that staffing levels are not unreasonably and unduly affected as determined by Management. Any such time off shall be without pay.

B. A pool of forty-eight (48) regular hours with pay will be provided each contract year for bargaining unit members to attend State and/or National Union meetings. It is agreed that time off for State and/or National Union meetings shall be paid as straight time and will not be considered hours worked for the computation of overtime.

C. Up to five (5) members of the bargaining unit shall be granted paid time from duty for attending any scheduled negotiation sessions. It is agreed that time off for Union-City joint

meetings, including reasonable travel time, shall be paid as straight time and will not be considered hours worked for the computation of overtime.

D. Time spent in labor/management meetings called by management and time spent conducting steward responsibilities will be considered regular hours worked for purposes of overtime.

E. Union Official. Any one employee may be granted a leave of absence of up to three (3) years, without loss of seniority, to serve as a Union official. The employee shall continue to accrue seniority while on the leave of absence. Upon return, the employee shall return to the step the employee would have attained if the employee had been continuously employed. The employee must give thirty (30) days notice before the leave of absence is to begin. The thirty (30) day period of notification may be waived by mutual consent. The leave must be requested in writing. All vacation leave shall be paid on the last pay period the employee is in pay status prior to leave of absence commencing. The employee must give at least thirty (30) days advance notification of intent to return to City employment to the Director of Human Resources. If the employee is returning within three (3) years, the returning employee shall be placed in a like or similar position, if available, with all corresponding rights of seniority If no current City position is available and the employee is returning within three (3) years, the employee shall be notified of the next vacancy for which they are qualified. For Union Leaves of Absence which exceed three (3) years, there will be no rights to seniority. The employee will be carried on a Recall List. Employees on the Recall List may refuse two (2) jobs. After two (2) jobs are refused, the City has no obligation to notify the employee of further vacancies and the employee may compete for other jobs within the City.

ARTICLE 17

HEALTH AND SAFETY

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 interests of the City, the Union, and the Citizens that equipment should be operated properly and safely and that all safety precautions and devices should be utilized at all times. In the furtherance of this policy, a joint Union-Management health and safety committee may be established and meet upon request of either party.

Such committee shall be comprised of two (2) employees from the bargaining unit selected by the Union and two (2) representatives of the Employer, with one of those from each side serving as Co-Chairman. The committee shall consider health and safety matters relating to all employees within the Division. Union participants will receive their regular rates of pay for time spent in the meetings during their regularly scheduled hours of employment, as approved by the Superintendent. This committee shall have the responsibility for reporting all health and safety problems to the Superintendent or designee, who may initiate such actions as necessary to get them corrected.

Safety/Health Rules and Regulations shall be recommended by the joint committee to the Superintendent or designee, who shall have the right to approve, reject, or revise them. There shall not be any rules or regulations implemented until approved by the Superintendent. Said rules and regulations shall cover, but not be limited to: training; personal protection; conduct; work standards; equipment; appurtenances; and sanctions for willful disregard or omissions.

Committee members pledge to do whatever they can to direct employees who are suspected of abusing alcohol or drugs to professional counselors, including those in the Employee Assistance

Program (EAP). If an employee's apparent drug or alcohol abuse persists, committee members further pledge to inform the Director of Human Resources in a timely manner.

Section 2. Healthcare Benefits.

The Employer agrees to make group healthcare benefits available to all employees who are eligible -- as set forth in the provisions of the Employer's group health care benefits plan and who sign up for such healthcare benefits. The Employer retains the authority to define group health insurance coverage and select the carrier to maintain a cost effective program.

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

The Employer and the Union have agreed to cost-sharing for healthcare benefits as set forth within the current Joint Memorandum of Agreement between the City of Topeka, this Union and other bargaining units recognized by the City.

Section 3. Pension.

The Employer agrees to operate under the Kansas Public Employees Retirement System Act (K.S.A. 74-4901, *et seq.*), as may be amended from time to time.

ARTICLE 18

WAGES

Section 1. Cost of Living.

A. For each year of this contract, 2016, 2017, and 2018, equipment operators who receive an overall "Meets Expectations" or better on their most recent annual performance appraisals shall receive a step increase payable on the first pay period immediately preceding their hiring date anniversary.

B. Matrix Adjustments. Effective the first full pay period of January 2016, January 2017, and January 2018, there shall be a one percent (1%) across the board adjustment to the pay matrix.

C. Pay Matrices.

2016 Equipment Operator Pay Matrix

1% increase from 2015

Effective January 2nd 2016

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
S01	12.76	12.95	13.14	13.34	13.54	13.74	13.95	14.16	14.37	14.59	14.80	15.03	15.25	15.48	15.71	15.95	16.19	16.43	16.68	16.93	17.18
T01	12.76	12.95	13.14	13.34	13.54	13.74	13.95	14.16	14.37	14.59	14.80	15.03	15.25	15.48	15.71	15.95	16.19	16.43	16.68	16.93	17.18
T02	12.95	13.14	13.34	13.54	13.74	13.95	14.16	14.37	14.59	14.80	15.03	15.25	15.48	15.71	15.95	16.19	16.43	16.68	16.93	17.18	17.44
T03	13.14	13.34	13.54	13.74	13.95	14.16	14.37	14.58	14.80	15.02	15.25	15.48	15.71	15.95	16.19	16.43	16.67	16.92	17.18	17.44	17.70
T04	13.34	13.54	13.75	13.95	14.16	14.37	14.59	14.81	15.03	15.26	15.48	15.72	15.95	16.19	16.43	16.68	16.93	17.18	17.44	17.70	17.97
T05	13.53	13.74	13.94	14.15	14.36	14.58	14.80	15.02	15.25	15.47	15.71	15.94	16.18	16.42	16.67	16.92	17.17	17.43	17.69	17.96	18.23
T06	13.81	14.01	14.22	14.44	14.65	14.87	15.10	15.32	15.55	15.79	16.02	16.26	16.51	16.76	17.01	17.26	17.52	17.78	18.05	18.32	18.60
T07	14.07	14.28	14.49	14.71	14.93	15.16	15.38	15.61	15.85	16.09	16.33	16.57	16.82	17.07	17.33	17.59	17.85	18.12	18.39	18.67	18.95
T08	14.36	14.58	14.80	15.02	15.24	15.47	15.70	15.94	16.18	16.42	16.67	16.92	17.17	17.43	17.69	17.96	18.23	18.50	18.78	19.06	19.34
T09	14.66	14.87	15.10	15.32	15.55	15.79	16.02	16.26	16.51	16.76	17.01	17.26	17.52	17.78	18.05	18.32	18.60	18.88	19.16	19.45	19.74
T10	14.95	15.17	15.40	15.63	15.87	16.10	16.34	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.84	20.13
T11	15.32	15.55	15.78	16.02	16.26	16.51	16.75	17.00	17.26	17.52	17.78	18.05	18.32	18.59	18.87	19.16	19.44	19.73	20.03	20.33	20.64
T12	15.71	15.94	16.18	16.42	16.67	16.92	17.17	17.43	17.69	17.96	18.23	18.50	18.78	19.06	19.35	19.64	19.93	20.23	20.53	20.84	21.15
T13	16.10	16.34	16.59	16.83	17.09	17.34	17.60	17.87	18.14	18.41	18.68	18.96	19.25	19.54	19.83	20.13	20.43	20.74	21.05	21.36	21.68
T14	16.49	16.74	16.99	17.25	17.51	17.77	18.03	18.31	18.58	18.86	19.14	19.43	19.72	20.02	20.32	20.62	20.93	21.24	21.56	21.89	22.21
T15	16.91	17.16	17.42	17.68	17.94	18.21	18.49	18.76	19.05	19.33	19.62	19.92	20.21	20.52	20.83	21.14	21.46	21.78	22.10	22.44	22.77
T16	17.41	17.67	17.94	18.21	18.48	18.76	19.04	19.33	19.61	19.91	20.21	20.51	20.82	21.13	21.45	21.77	22.10	22.43	22.76	23.11	23.45
T17	17.93	18.20	18.47	18.75	19.03	19.31	19.60	19.90	20.20	20.50	20.81	21.12	21.43	21.76	22.08	22.41	22.75	23.09	23.44	23.79	24.15
T18	18.46	18.74	19.02	19.31	19.60	19.89	20.19	20.49	20.80	21.11	21.43	21.75	22.07	22.41	22.74	23.08	23.43	23.78	24.14	24.50	24.87
T19	19.03	19.31	19.60	19.90	20.20	20.50	20.81	21.12	21.44	21.76	22.08	22.41	22.75	23.09	23.44	23.79	24.15	24.51	24.88	25.25	25.63
T20	19.60	19.90	20.20	20.50	20.81	21.12	21.44	21.76	22.08	22.42	22.75	23.09	23.44	23.79	24.15	24.51	24.88	25.25	25.63	26.01	26.40

2016 Lead Worker Pay Matrix

$1.25 increase to Equipment Operator Pay Matrix

Effective January 2nd 2016

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
L01	14.01	14.20	14.39	14.59	14.79	14.99	15.20	15.41	15.62	15.84	16.05	16.28	16.50	16.73	16.96	17.20	17.44	17.68	17.93	18.18	18.43
L02	14.20	14.39	14.59	14.79	14.99	15.20	15.41	15.62	15.84	16.05	16.28	16.50	16.73	16.96	17.20	17.44	17.68	17.93	18.18	18.43	18.69
L03	14.39	14.59	14.79	14.99	15.20	15.41	15.62	15.83	16.05	16.27	16.50	16.73	16.96	17.20	17.44	17.68	17.92	18.17	18.43	18.69	18.95
L04	14.59	14.79	15.00	15.20	15.41	15.62	15.84	16.06	16.28	16.51	16.73	16.97	17.20	17.44	17.68	17.93	18.18	18.43	18.69	18.95	19.22
L05	14.78	14.99	15.19	15.40	15.61	15.83	16.05	16.27	16.50	16.72	16.96	17.19	17.43	17.67	17.92	18.17	18.42	18.68	18.94	19.21	19.48
L06	15.06	15.26	15.47	15.69	15.90	16.12	16.35	16.57	16.80	17.04	17.27	17.51	17.76	18.01	18.26	18.51	18.77	19.03	19.30	19.57	19.85
L07	15.32	15.53	15.74	15.96	16.18	16.41	16.63	16.86	17.10	17.34	17.58	17.82	18.07	18.32	18.58	18.84	19.10	19.37	19.64	19.92	20.20
L08	15.61	15.83	16.05	16.27	16.49	16.72	16.95	17.19	17.43	17.67	17.92	18.17	18.42	18.68	18.94	19.21	19.48	19.75	20.03	20.31	20.59
L09	15.91	16.12	16.35	16.57	16.80	17.04	17.27	17.51	17.76	18.01	18.26	18.51	18.77	19.03	19.30	19.57	19.85	20.13	20.41	20.70	20.99
L10	16.20	16.42	16.65	16.88	17.12	17.35	17.59	17.84	18.09	18.34	18.60	18.86	19.12	19.39	19.66	19.94	20.22	20.50	20.79	21.09	21.38
L11	16.57	16.80	17.03	17.27	17.51	17.76	18.00	18.25	18.51	18.77	19.03	19.30	19.57	19.84	20.12	20.41	20.69	20.98	21.28	21.58	21.89
L12	16.96	17.19	17.43	17.67	17.92	18.17	18.42	18.68	18.94	19.21	19.48	19.75	20.03	20.31	20.60	20.89	21.18	21.48	21.78	22.09	22.40
L13	17.35	17.59	17.84	18.08	18.34	18.59	18.85	19.12	19.39	19.66	19.93	20.21	20.50	20.79	21.08	21.38	21.68	21.99	22.30	22.61	22.93
L14	17.74	17.99	18.24	18.50	18.76	19.02	19.28	19.56	19.83	20.11	20.39	20.68	20.97	21.27	21.57	21.87	22.18	22.49	22.81	23.14	23.46
L15	18.16	18.41	18.67	18.93	19.19	19.46	19.74	20.01	20.30	20.58	20.87	21.17	21.46	21.77	22.08	22.39	22.71	23.03	23.35	23.69	24.02
L16	18.66	18.92	19.19	19.46	19.73	20.01	20.29	20.58	20.86	21.16	21.46	21.76	22.07	22.38	22.70	23.02	23.35	23.68	24.01	24.36	24.70
L17	19.18	19.45	19.72	20.00	20.28	20.56	20.85	21.15	21.45	21.75	22.06	22.37	22.68	23.01	23.33	23.66	24.00	24.34	24.69	25.04	25.40
L18	19.71	19.99	20.27	20.56	20.85	21.14	21.44	21.74	22.05	22.36	22.68	23.00	23.32	23.66	23.99	24.33	24.68	25.03	25.39	25.75	26.12
L19	20.28	20.56	20.85	21.15	21.45	21.75	22.06	22.37	22.69	23.01	23.33	23.66	24.00	24.34	24.69	25.04	25.40	25.76	26.13	26.50	26.88
L20	20.85	21.15	21.45	21.75	22.06	22.37	22.69	23.01	23.33	23.67	24.00	24.34	24.69	25.04	25.40	25.76	26.13	26.50	26.88	27.26	27.65

2017 Equipment Operator Pay Matrix

1.0% increase from 2016

Effective January 14th 2017

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
S01	12.88	13.08	13.27	13.47	13.67	13.88	14.09	14.30	14.51	14.73	14.95	15.18	15.40	15.64	15.87	16.11	16.35	16.59	16.84	17.10	17.35
T01	12.88	13.08	13.27	13.47	13.67	13.88	14.09	14.30	14.51	14.73	14.95	15.18	15.40	15.64	15.87	16.11	16.35	16.59	16.84	17.10	17.35
T02	13.08	13.27	13.47	13.68	13.88	14.09	14.30	14.51	14.73	14.95	15.18	15.40	15.64	15.87	16.11	16.35	16.60	16.84	17.10	17.35	17.61
T03	13.27	13.47	13.67	13.88	14.09	14.30	14.51	14.73	14.95	15.17	15.40	15.63	15.87	16.11	16.35	16.59	16.84	17.09	17.35	17.61	17.87
T04	13.48	13.68	13.88	14.09	14.30	14.52	14.73	14.96	15.18	15.41	15.64	15.87	16.11	16.35	16.60	16.85	17.10	17.36	17.62	17.88	18.15
T05	13.67	13.87	14.08	14.29	14.51	14.73	14.95	15.17	15.40	15.63	15.86	16.10	16.34	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41
T06	13.94	14.15	14.37	14.58	14.80	15.02	15.25	15.48	15.71	15.94	16.18	16.43	16.67	16.92	17.18	17.43	17.70	17.96	18.23	18.50	18.78
T07	14.21	14.42	14.64	14.86	15.08	15.31	15.54	15.77	16.01	16.25	16.49	16.74	16.99	17.24	17.50	17.77	18.03	18.30	18.58	18.86	19.14
T08	14.51	14.72	14.94	15.17	15.40	15.63	15.86	16.10	16.34	16.59	16.83	17.09	17.34	17.60	17.87	18.14	18.41	18.68	18.96	19.25	19.54
T09	14.80	15.02	15.25	15.48	15.71	15.95	16.18	16.43	16.67	16.92	17.18	17.44	17.70	17.96	18.23	18.51	18.78	19.06	19.35	19.64	19.94
T10	15.10	15.32	15.55	15.79	16.02	16.26	16.51	16.76	17.01	17.26	17.52	17.78	18.05	18.32	18.60	18.88	19.16	19.45	19.74	20.03	20.33
T11	15.47	15.71	15.94	16.18	16.42	16.67	16.92	17.17	17.43	17.69	17.96	18.23	18.50	18.78	19.06	19.35	19.64	19.93	20.23	20.53	20.84
T12	15.86	16.10	16.34	16.59	16.84	17.09	17.34	17.60	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.83	20.13	20.43	20.74	21.05	21.36
T13	16.26	16.50	16.75	17.00	17.26	17.52	17.78	18.05	18.32	18.59	18.87	19.15	19.44	19.73	20.03	20.33	20.63	20.94	21.26	21.58	21.90
T14	16.66	16.91	17.16	17.42	17.68	17.95	18.21	18.49	18.77	19.05	19.33	19.62	19.92	20.22	20.52	20.83	21.14	21.46	21.78	22.10	22.44
T15	17.08	17.33	17.59	17.86	18.12	18.40	18.67	18.95	19.24	19.53	19.82	20.12	20.42	20.72	21.03	21.35	21.67	21.99	22.32	22.66	23.00
T16	17.59	17.85	18.12	18.39	18.67	18.95	19.23	19.52	19.81	20.11	20.41	20.72	21.03	21.34	21.66	21.99	22.32	22.65	22.99	23.34	23.69
T17	18.11	18.38	18.65	18.93	19.22	19.51	19.80	20.10	20.40	20.70	21.01	21.33	21.65	21.97	22.30	22.64	22.98	23.32	23.67	24.03	24.39
T18	18.65	18.93	19.21	19.50	19.79	20.09	20.39	20.70	21.01	21.32	21.64	21.97	22.30	22.63	22.97	23.31	23.66	24.02	24.38	24.74	25.12
T19	19.22	19.51	19.80	20.10	20.40	20.70	21.01	21.33	21.65	21.97	22.30	22.64	22.98	23.32	23.67	24.03	24.39	24.75	25.13	25.50	25.88
T20	19.80	20.10	20.40	20.70	21.02	21.33	21.65	21.98	22.30	22.64	22.98	23.32	23.67	24.03	24.39	24.75	25.13	25.50	25.89	26.27	26.67

2017 Lead Worker Pay Matrix

$1.25 increase to Equipment Operator Pay Matrix

Effective January 14th 2017

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
L01	14.13	14.33	14.52	14.72	14.92	15.13	15.34	15.55	15.76	15.98	16.20	16.43	16.65	16.89	17.12	17.36	17.60	17.84	18.09	18.35	18.60
L02	14.33	14.52	14.72	14.93	15.13	15.34	15.55	15.76	15.98	16.20	16.43	16.65	16.89	17.12	17.36	17.60	17.85	18.09	18.35	18.60	18.86
L03	14.52	14.72	14.92	15.13	15.34	15.55	15.76	15.98	16.20	16.42	16.65	16.88	17.12	17.36	17.60	17.84	18.09	18.34	18.60	18.86	19.12
L04	14.73	14.93	15.13	15.34	15.55	15.77	15.98	16.21	16.43	16.66	16.89	17.12	17.36	17.60	17.85	18.10	18.35	18.61	18.87	19.13	19.40
L05	14.92	15.12	15.33	15.54	15.76	15.98	16.20	16.42	16.65	16.88	17.11	17.35	17.59	17.84	18.09	18.34	18.60	18.86	19.12	19.39	19.66
L06	15.19	15.40	15.62	15.83	16.05	16.27	16.50	16.73	16.96	17.19	17.43	17.68	17.92	18.17	18.43	18.68	18.95	19.21	19.48	19.75	20.03
L07	15.46	15.67	15.89	16.11	16.33	16.56	16.79	17.02	17.26	17.50	17.74	17.99	18.24	18.49	18.75	19.02	19.28	19.55	19.83	20.11	20.39
L08	15.76	15.97	16.19	16.42	16.65	16.88	17.11	17.35	17.59	17.84	18.08	18.34	18.59	18.85	19.12	19.39	19.66	19.93	20.21	20.50	20.79
L09	16.05	16.27	16.50	16.73	16.96	17.20	17.43	17.68	17.92	18.17	18.43	18.69	18.95	19.21	19.48	19.76	20.03	20.31	20.60	20.89	21.19
L10	16.35	16.57	16.80	17.04	17.27	17.51	17.76	18.01	18.26	18.51	18.77	19.03	19.30	19.57	19.85	20.13	20.41	20.70	20.99	21.28	21.58
L11	16.72	16.96	17.19	17.43	17.67	17.92	18.17	18.42	18.68	18.94	19.21	19.48	19.75	20.03	20.31	20.60	20.89	21.18	21.48	21.78	22.09
L12	17.11	17.35	17.59	17.84	18.09	18.34	18.59	18.85	19.12	19.39	19.66	19.94	20.22	20.50	20.79	21.08	21.38	21.68	21.99	22.30	22.61
L13	17.51	17.75	18.00	18.25	18.51	18.77	19.03	19.30	19.57	19.84	20.12	20.40	20.69	20.98	21.28	21.58	21.88	22.19	22.51	22.83	23.15
L14	17.91	18.16	18.41	18.67	18.93	19.20	19.46	19.74	20.02	20.30	20.58	20.87	21.17	21.47	21.77	22.08	22.39	22.71	23.03	23.35	23.69
L15	18.33	18.58	18.84	19.11	19.37	19.65	19.92	20.20	20.49	20.78	21.07	21.37	21.67	21.97	22.28	22.60	22.92	23.24	23.57	23.91	24.25
L16	18.84	19.10	19.37	19.64	19.92	20.20	20.48	20.77	21.06	21.36	21.66	21.97	22.28	22.59	22.91	23.24	23.57	23.90	24.24	24.59	24.94
L17	19.36	19.63	19.90	20.18	20.47	20.76	21.05	21.35	21.65	21.95	22.26	22.58	22.90	23.22	23.55	23.89	24.23	24.57	24.92	25.28	25.64
L18	19.90	20.18	20.46	20.75	21.04	21.34	21.64	21.95	22.26	22.57	22.89	23.22	23.55	23.88	24.22	24.56	24.91	25.27	25.63	25.99	26.37
L19	20.47	20.76	21.05	21.35	21.65	21.95	22.26	22.58	22.90	23.22	23.55	23.89	24.23	24.57	24.92	25.28	25.64	26.00	26.38	26.75	27.13
L20	21.05	21.35	21.65	21.95	22.27	22.58	22.90	23.23	23.55	23.89	24.23	24.57	24.92	25.28	25.64	26.00	26.38	26.75	27.14	27.52	27.92

2018 Equipment Operator Pay Matrix

1.0% increase from 2017

Effective January 13th 2018

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
S01	13.01	13.21	13.41	13.61	13.81	14.02	14.23	14.44	14.66	14.88	15.10	15.33	15.56	15.79	16.03	16.27	16.51	16.76	17.01	17.27	17.53
T01	13.01	13.21	13.41	13.61	13.81	14.02	14.23	14.44	14.66	14.88	15.10	15.33	15.56	15.79	16.03	16.27	16.51	16.76	17.01	17.27	17.53
T02	13.21	13.41	13.61	13.81	14.02	14.23	14.44	14.66	14.88	15.10	15.33	15.56	15.79	16.03	16.27	16.51	16.76	17.01	17.27	17.53	17.79
T03	13.40	13.61	13.81	14.02	14.23	14.44	14.66	14.88	15.10	15.33	15.56	15.79	16.03	16.27	16.51	16.76	17.01	17.26	17.52	17.79	18.05
T04	13.61	13.81	14.02	14.23	14.45	14.66	14.88	15.11	15.33	15.56	15.80	16.03	16.27	16.52	16.76	17.02	17.27	17.53	17.79	18.06	18.33
T05	13.81	14.01	14.22	14.44	14.65	14.87	15.10	15.32	15.55	15.79	16.02	16.26	16.51	16.75	17.01	17.26	17.52	17.78	18.05	18.32	18.59
T06	14.08	14.30	14.51	14.73	14.95	15.17	15.40	15.63	15.87	16.10	16.35	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41	18.69	18.97
T07	14.35	14.57	14.79	15.01	15.23	15.46	15.69	15.93	16.17	16.41	16.66	16.91	17.16	17.42	17.68	17.94	18.21	18.49	18.76	19.04	19.33
T08	14.65	14.87	15.09	15.32	15.55	15.78	16.02	16.26	16.50	16.75	17.00	17.26	17.52	17.78	18.05	18.32	18.59	18.87	19.15	19.44	19.73
T09	14.95	15.17	15.40	15.63	15.87	16.11	16.35	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41	18.69	18.97	19.26	19.54	19.84	20.14
T10	15.25	15.48	15.71	15.94	16.18	16.43	16.67	16.92	17.18	17.43	17.70	17.96	18.23	18.50	18.78	19.06	19.35	19.64	19.93	20.23	20.54
T11	15.63	15.86	16.10	16.34	16.59	16.84	17.09	17.35	17.61	17.87	18.14	18.41	18.69	18.97	19.25	19.54	19.83	20.13	20.43	20.74	21.05
T12	16.02	16.26	16.51	16.75	17.00	17.26	17.52	17.78	18.05	18.32	18.59	18.87	19.16	19.44	19.73	20.03	20.33	20.64	20.95	21.26	21.58
T13	16.42	16.67	16.92	17.17	17.43	17.69	17.96	18.23	18.50	18.78	19.06	19.35	19.64	19.93	20.23	20.53	20.84	21.15	21.47	21.79	22.12
T14	16.82	17.08	17.33	17.59	17.86	18.13	18.40	18.67	18.95	19.24	19.53	19.82	20.12	20.42	20.72	21.03	21.35	21.67	22.00	22.33	22.66
T15	17.25	17.51	17.77	18.04	18.31	18.58	18.86	19.14	19.43	19.72	20.02	20.32	20.62	20.93	21.24	21.56	21.89	22.21	22.55	22.89	23.23
T16	17.76	18.03	18.30	18.57	18.85	19.14	19.42	19.71	20.01	20.31	20.61	20.92	21.24	21.56	21.88	22.21	22.54	22.88	23.22	23.57	23.92
T17	18.29	18.56	18.84	19.12	19.41	19.70	20.00	20.30	20.60	20.91	21.22	21.54	21.87	22.19	22.53	22.86	23.21	23.56	23.91	24.27	24.63
T18	18.83	19.12	19.40	19.69	19.99	20.29	20.59	20.90	21.22	21.53	21.86	22.19	22.52	22.86	23.20	23.55	23.90	24.26	24.62	24.99	25.37
T19	19.41	19.70	20.00	20.30	20.60	20.91	21.22	21.54	21.87	22.19	22.53	22.87	23.21	23.56	23.91	24.27	24.63	25.00	25.38	25.76	26.14
T20	20.00	20.30	20.60	20.91	21.23	21.54	21.87	22.19	22.53	22.87	23.21	23.56	23.91	24.27	24.63	25.00	25.38	25.76	26.14	26.54	26.93

2018 Lead Worker Pay Matrix

$1.25 increase to Equipment Operator Pay Matrix

Effective January 13th 2018

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
L01	14.26	14.46	14.66	14.86	15.06	15.27	15.48	15.69	15.91	16.13	16.35	16.58	16.81	17.04	17.28	17.52	17.76	18.01	18.26	18.52	18.78
L02	14.46	14.66	14.86	15.06	15.27	15.48	15.69	15.91	16.13	16.35	16.58	16.81	17.04	17.28	17.52	17.76	18.01	18.26	18.52	18.78	19.04
L03	14.65	14.86	15.06	15.27	15.48	15.69	15.91	16.13	16.35	16.58	16.81	17.04	17.28	17.52	17.76	18.01	18.26	18.51	18.77	19.04	19.30
L04	14.86	15.06	15.27	15.48	15.70	15.91	16.13	16.36	16.58	16.81	17.05	17.28	17.52	17.77	18.01	18.27	18.52	18.78	19.04	19.31	19.58
L05	15.06	15.26	15.47	15.69	15.90	16.12	16.35	16.57	16.80	17.04	17.27	17.51	17.76	18.00	18.26	18.51	18.77	19.03	19.30	19.57	19.84
L06	15.33	15.55	15.76	15.98	16.20	16.42	16.65	16.88	17.12	17.35	17.60	17.84	18.09	18.34	18.60	18.86	19.12	19.39	19.66	19.94	20.22
L07	15.60	15.82	16.04	16.26	16.48	16.71	16.94	17.18	17.42	17.66	17.91	18.16	18.41	18.67	18.93	19.19	19.46	19.74	20.01	20.29	20.58
L08	15.90	16.12	16.34	16.57	16.80	17.03	17.27	17.51	17.75	18.00	18.25	18.51	18.77	19.03	19.30	19.57	19.84	20.12	20.40	20.69	20.98
L09	16.20	16.42	16.65	16.88	17.12	17.36	17.60	17.84	18.09	18.34	18.60	18.86	19.12	19.39	19.66	19.94	20.22	20.51	20.79	21.09	21.39
L10	16.50	16.73	16.96	17.19	17.43	17.68	17.92	18.17	18.43	18.68	18.95	19.21	19.48	19.75	20.03	20.31	20.60	20.89	21.18	21.48	21.79
L11	16.88	17.11	17.35	17.59	17.84	18.09	18.34	18.60	18.86	19.12	19.39	19.66	19.94	20.22	20.50	20.79	21.08	21.38	21.68	21.99	22.30
L12	17.27	17.51	17.76	18.00	18.25	18.51	18.77	19.03	19.30	19.57	19.84	20.12	20.41	20.69	20.98	21.28	21.58	21.89	22.20	22.51	22.83
L13	17.67	17.92	18.17	18.42	18.68	18.94	19.21	19.48	19.75	20.03	20.31	20.60	20.89	21.18	21.48	21.78	22.09	22.40	22.72	23.04	23.37
L14	18.07	18.33	18.58	18.84	19.11	19.38	19.65	19.92	20.20	20.49	20.78	21.07	21.37	21.67	21.97	22.28	22.60	22.92	23.25	23.58	23.91
L15	18.50	18.76	19.02	19.29	19.56	19.83	20.11	20.39	20.68	20.97	21.27	21.57	21.87	22.18	22.49	22.81	23.14	23.46	23.80	24.14	24.48
L16	19.01	19.28	19.55	19.82	20.10	20.39	20.67	20.96	21.26	21.56	21.86	22.17	22.49	22.81	23.13	23.46	23.79	24.13	24.47	24.82	25.17
L17	19.54	19.81	20.09	20.37	20.66	20.95	21.25	21.55	21.85	22.16	22.47	22.79	23.12	23.44	23.78	24.11	24.46	24.81	25.16	25.52	25.88
L18	20.08	20.37	20.65	20.94	21.24	21.54	21.84	22.15	22.47	22.78	23.11	23.44	23.77	24.11	24.45	24.80	25.15	25.51	25.87	26.24	26.62
L19	20.66	20.95	21.25	21.55	21.85	22.16	22.47	22.79	23.12	23.44	23.78	24.12	24.46	24.81	25.16	25.52	25.88	26.25	26.63	27.01	27.39
L20	21.25	21.55	21.85	22.16	22.48	22.79	23.12	23.44	23.78	24.12	24.46	24.81	25.16	25.52	25.88	26.25	26.63	27.01	27.39	27.79	28.18

Section 2. Pay Period.

Employees shall be paid on every other Friday, twenty-six times per year. However, when a payday falls on a holiday, employees may be paid according to the published payroll schedule for the city.

Section 3. Step Movement Dates.

New hire employees shall begin and remain at Step 1 of the Wage Schedule for an initial probationary period of six (6) months. If at six (6) months the employee is rated satisfactory ("Meets Expectations") by his or her Supervisor, he/she shall be advanced to Step 2 of the Wage Schedule in whatever grade level qualified when steps are provided. Employees shall be rated by their Supervisors during the month of January for the previous calendar year, but in any event prior to their dates of eligibility for step increases. Consistent with Section 1 above, if an overall satisfactory ("Meets Expectations") rating is achieved on such an annual performance evaluation, the effective date of the step increase shall be the beginning of the pay period immediately following the employee's hiring anniversary when steps are provided. An employee that not received their annual performance appraisal since his or her last hiring date anniversary shall be deemed to have been rated at least a "Meets Expectations."

Section 4. Competency Pay Plan.

Advancement under the pay matrix shall be based on newly-acquired competency with regard to a listed function, operation, or piece of equipment. Competencies must be achieved by group, however, there shall be no requirement of any particular order of equipment within a group. Unless an exception is made by Management for just cause shown, individual qualification on at least four of the five pieces of equipment in Group 1 must be completed before advancing to Group 2. This sequential process shall be adhered to for the remaining groups of the Competency Pay Plan.

Provided, however, equipment operators hired into, assigned to, or working the night shift will be required to first obtain the specified pieces of equipment identified as follows: dump truck, wheel loader, vacuum sweeper, mechanical sweeper, flusher truck, and skid steer (bobcat). Equipment Groups are as follows:

GROUP 1	GROUP 2	GROUP 3	GROUP 4
CDL/A-Dump Truck	Concrete Saw	Trackhoe	Conveyor
Patch Truck/Tamper	Loader	Boom Mower	Grader
Spreader	Bobcat	Zipper	Techcrete Machine
Tanker end/Flush	Oil Distributor	Sweeper (3wheeler)	Paver
Crack Sealer	Roller	Sweeper Vac	Surveying

Training on specific equipment will be based on work projects requiring that piece of equipment. Work projects will not be created to fulfill equipment training requests. Training may be requested from a pool of equipment, however, employees are required to have the ability to demonstrate proficiency in operation of all makes and models of equipment in production to be determined to achieve competency for a particular piece of equipment. After initial competency is achieved, employees who successfully complete testing & training will receive an increase in pay as follows:

EACH PIECE OF EQUIPMENT OR COMPETENCY	Percentage of Increase
2 through 5	1.5
6 through 10	2.0
11 through 15	2.5
16 through 20	3.0

It will be the employee's responsibility to request scheduling for testing. Training will begin as equipment becomes available. All training and testing may be postponed due to emergencies and/ or weather.

Priority for training necessary to qualify in a new competency shall be based on first, reverse

seniority, and second, whether an opportunity for achieving an additional skill level has already been offered and either accepted or rejected during a particular rotation of the training order "wheel." Accordingly, when an opening comes about to learn, practice, and pass-off on the minimum essential procedures necessary to achieve an endorsement, the lowest-ranking (based on time of service) eligible employee who has requested to train on that piece of equipment and who has not yet taken his or her turn in the current cycle shall have first option, continuing such order of preference until all available slots are filled.

Once a bargaining unit member has committed to a specific training program, he or she will not have another chance at a new function until all those above him or her in seniority have either selected or waived the opportunity to add to their skill levels. The exception to this practice would be when a training session is scheduled on a machine for which a position is still open after those both above and below that individual on the rotation "wheel" have been offered and either accepted or declined the invitation or been passed over because of existing certification. If all other considerations are equal, participation advantage will be given to the employee with fewer skill levels.

A hands-on job site walk-around test assessment team based on relevant knowledge and familiarity consisting of the Safety &Training Coordinator, the Production Manager or designee, the supervisor, a bargaining unit member, and a Union steward will perform the testing for a bargaining unit member desiring to advance. In the event a majority of that committee cannot agree through a "go/no-go" assessment of an individual's competency rating on the function or equipment being evaluated, an outside vendor may be retained to make the final decision, as with the initial placement process described above. The minimum standards to be met with any skill or operation shall be available in written form to be utilized through both the training and testing stages.

In order to assure that employees are continually allowed the opportunity to move up on the scale through skill level achievement, any bargaining unit member (except those already maxed out) who has not had at least one chance during a calendar year to train and qualify for a new skill level shall be given a two hundred fifty dollar ($250.00) compensatory payment in lieu thereof. Payment will not be made if the employee has started training but the minimum hours have not been met and training continues into the next year; however, upon achievement of the competency, the competency shall count as a competency for the previous year. At the same time, Management retains the right to decertify an employee in any competency in which that individual can no longer demonstrate the minimum functional qualifications after having been assigned to and completed a refresher course. Such retraining shall not, however, count against that person's quota for new skill options.

Should the occasion arise during the term of this Agreement, the parties may by mutual consent meet to discuss the possible substitution or addition of skill categories based on the introduction to the Street Section of new items of equipment, endorsements, or tasks. While the ultimate decision as to the proper placement on the wage scale of any such modifications shall revert to Management, input from the Union shall be considered throughout the evaluation process.

Section 5. Training Procedures and Specialty Pay

A. Training Procedures.

1. Employees will be given an opportunity to request or decline training at the beginning of the calendar year.
2. The supervisor will record request by individual employee
3. Trainees will participate in the following education training sequence:
    a. Trainee will request training.
    b. Trainee will schedule and take a knowledge level computerized pre-test

c. Supervisor will evaluate the pre-test result and place the trainee in the OJT program

d. Trainees will participate in on–the-job-training (OJT) program as necessary.

e. When the trainee feels they are prepared and ready to be tested, he or she shall request in writing on the proper request form to the Safety & Training Coordinator and their supervisor to be provided testing. The trainee will be evaluated using a predetermined hands-on job site performance evaluation. The hands-on job site performance evaluation/testing will be scheduled as soon as practical but no later than 30 calendar days beyond the date testing was requested in writing. All training and testing may be postponed due to emergencies and/ or weather and is subject to test assessment team availability.

f. Upon successful completion of the hands on evaluation, the trainee will be administered a post knowledge level test and must score a 70%

4. Opportunities will be given to all employees on a first come first served basis. In the event there is a full testing schedule, employees will be scheduled on a seniority basis and may be changed upon equipment availability.

5. Prior to beginning on–the-job-training (OJT) on requested equipment, employee will be given a pre-test to determine the employee's knowledge level and to assist the supervisor in developing the trainees training plan.

6. Employee will have OJT afforded to them; training completion will depend on when the trainee feels they can complete all tasked without assistance (Go or No-Go). By pass tests are available to employees at their request.

7. The job site performance evaluation will be scheduled by the Safety and Training Coordinator at a reasonable date in which all members of the review team are available. The job site performance evaluation will be conducted by a test review team consisting of both Management and Skilled bargaining unit members. The review team shall consist of the Safety &Training Coordinator, the Production Manager or designee, the supervisor, a bargaining unit member, and a Union steward.
    a. The trainee will be expected to do a complete pre-trip inspection.
    b. The trainee will do a job site performance evaluation, demonstrating the predetermined operational skills and understanding of the equipment.
    c. The Union Steward working in the capacity above, is there to ensure proper procedures are followed and for scoring purposes only.
8. Supervisor schedule and the trainee will take the knowledge level post-test within one week of completing job site performance evaluation.
9. All testing will be conducted on each Tuesday unless unforeseen circumstances necessitate an alternative day.
10. If the trainee passes the job site performance evaluation and fails to pass the post test the trainee may be scheduled to re-test at the next available test date.
11. Trainees failing the job site work performance evaluation will be entered in remedial training and will be given the next opportunity in accordance with the contract.
12. Supervisor will submit the appropriate documentation to the Operations Manager.
13. Administrative staff will process upgrade documentation and forward to appropriate agencies with pay start date of certification completion.
14. Trainees will be provided all the information and training materials to succeed in the

training program. Employee will be given a choice of hard copy training materials or electronic training materials (cd).

15. All pre and post tests will be controlled, proctored, and administered by the Trans Ops Administrative staff. **WARNING** – Any person caught compromising testing material will be subject to disciplinary action up to and including termination.

16. Training may be delayed because of emergency, unavailability of equipment and weather permitting.

17. Training will take place regardless of what zone the individual is assigned to.

18. Individuals selected as trainers should be the most technically qualified individuals available (Journeyman **not** Entry Level) at the time training is assigned.

B. Re-Training.

1. Retraining may be required; after documentation has been submitted by the Production Manager identifying the need for retraining on equipment, when an Equipment Operator has been counseled or disciplined for equipment or property damage, when equipment or property damage has occurred within one (1) year of obtaining a new competency, or when recommended by the Safety Committee as part of an accident investigation.

2. The Re-training period shall be for a minimum of five hundred and twenty (520) hours in accordance with and subject to the provisions of Article 6 Section 4 of this bargaining unit agreement.

3. Failure to successfully pass all re-training tests, both equipment operation and written, to maintain the competency level held will be subject to the employee being demoted to a lower appropriate competency level.

C. Competency Level Review. After an employee successfully completes training and

testing for an acquired competency that employee shall continue to show proof of the competency for the specific listed function, operation, or piece of equipment after a specified period of time. The review and re-testing is to reassure that equipment operators stay current with their equipment operation skill competency.

Competency review/retesting will occur every three (3) years from the date each competency was successfully obtained. Documented required hours of equipment operation, a knowledge level test, an equipment operation field review, and a scheduled walk around by the Safety and Training Coordinator for the pieces of equipment the employee has been skill test certified on will be included in the review and re-testing procedure at or near the end of the 3-year period. Required equipment hours for competency level recertification will be in accordance with the Equipment Operation Hours for Competency Level Review list included below. Failure to successfully pass and maintain each competency level held will be subject to the employee being demoted to a lower appropriate competency level.

If an employee does not meet the number of hours necessary to achieve the required competency level for each piece of equipment due to the lack of time or work for re-testing at no fault of the employee, an extension of up to six (6) months will be granted to guarantee a re-testing opportunity.

Equipment Operation Hours For Competency Level Review

Equipment	Number of Hours	Equipment	Number of Hours
Grader	80	Trackhoe	15
Zipper	8	Flusher, Endorsement	4
Backhoe	20	Surveying	4
Sweeper – 3 wheel	20	Dump truck	24
Sweeper Vac	25	Loader	50
Paver	20	Roller	4
Techrete Machine	16	Concrete Saw	4
Infrared Machine	4	Patch Truck	15
Bobcat	25	Dura Patcher	10
Crack Sealer	4	Spreader	24

- The required number of hours shall be completed during the 3-year competency level review period with operation of the equipment receiving a passing recommendation by the Production Manager, Safety and Training Coordinator, and supervisor.
- The training on the Paver unit will be divided into 2 training areas 1) driver's seat and 2) back set up area. The training in these 2 areas will be accomplished within the required number of hours specified.
- The hours for the Bobcat/skid steer attachments will be a minimum of 2 hours and 4 hours maximum per attachment.
- The Equipment Operation Hours for competency level review are separate from those required for performance related corrective actions.

D. Field Trainer and Field Lead Worker Positions.

1. Field Trainer. Any bargaining unit member designated by the Superintendent or Management as a Field Trainer and assigned by the Rehabilitation and Maintenance Manager to serve in that capacity shall, during the actual hours spent instructing and coaching other employees in any particular equipment-related skill or function, be entitled to a one dollar ($1.00) per hour bonus incentive.

2. Request for New Trainer. The equipment operator in training may request verbally and on the appropriate form to the supervisor and Safety and Training Coordinator a new trainer. The equipment operator must provide the reason for the request. The request shall be researched by the supervisor and Safety and Training Coordinator to determine if the request is justified then either approve or deny on the request form.

3. Field Lead Worker (Equipment Operator). Any bargaining unit member designated by the Superintendent or Management to serve in the capacity of a Field Lead Worker position shall be entitled to a one dollar and twenty five cent ($1.25) per hour bonus incentive.

ARTICLE 19

CLOSING AND SAVINGS CLAUSE

Section 1. Closing Clause.

The parties acknowledge that this Memorandum of Understanding (MOU) shall represent the complete Agreement between the Employer and the Union, with the exception of Section 2 or as otherwise indicated within this Agreement.

The parties stipulate that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law; further, the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract.

Section 2. Savings Clause.

Should any part of this Agreement or any provision contained herein be declared invalid by a tribunal of competent jurisdiction, such action shall not impact the remaining portions hereof, their continuing to remain in full force and effect. Any invalidated provision, however, shall be subject to the meet and confer procedure.

ARTICLE 20

TERMINATION AND AMENDMENTS

This Agreement shall be effective for three years beginning January 1, 2016, through December 31, 2018. It shall then be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least sixty (60) days prior to the expiration date that it desires to modify the terms. In that event, negotiations shall begin not later than thirty (30) days after the notice is given. It shall further remain in full force and effect during any period of negotiations and until a new contract is implemented, unless notice of termination is provided.

In the event either the City or the Union does decide to so terminate this Agreement, written notice must be given to the other party at least sixty (60) days prior to the desired termination date, which shall not be before the expiration date set forth in the preceding paragraph.

At any time specific Articles within this Agreement may be re-opened with mutual consent of the parties.

DATED AND ACKNOWLEDGED THIS 9th DAY OF September, 2015, IN THE CITY OF TOPEKA, KANSAS.

CITY OF TOPEKA, KANSAS

Jim Colson, City Manager

ATTEST:

Brenda Younger, City Clerk

TEAMSTERS UNION LOCAL 696

Michael Scribner, Business Representative

APPROVED AS TO FORM AND LEGALITY

DATE 9/2/15 BY CTW