

MEMORANDUM OF AGREEMENT

By and Between

The City of Wichita, Kansas



and

**Service Employees International Union Local 513 AFL-CIO, CLC
Wichita, Kansas**

This Memorandum of Agreement is entered into by and between the City of Wichita, hereinafter referred to as the City or Employer, and Service Employees International Union Local 513 AFL-CIO, CLC, hereinafter referred to as the Union.

Date Effective	December 25, 2021
Date Ending	December 20, 2024

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ARTICLE 1: PREAMBLE

This statement of understanding is made and entered into following meetings as specified in the Kansas Public Employee Relations Act. It is the desire of the parties to develop a harmonious and cooperative relationship that provides for mutual interests and efficient services for the citizens of Wichita.

This agreement has been ratified by the City of Wichita, Kansas, hereinafter called the “City” and Service Employees International Union Local #513 AFL-CIO, hereinafter called “the Union.” This agreement shall constitute City policy for employees represented by Service Employees International Union Local #513.

The agreement between the City and the Union is to be for three years. This agreement is for the period beginning December 25, 2021, and ending December 20, 2024. By mutual agreement between the Union and the City, this agreement may be opened as to change or modification. Any subsequent statements of understanding which result from such reopening shall be set forth and made an amendment to this agreement and, when ratified by the Union and the City, shall constitute a change in policy for members represented by the bargaining unit.

ARTICLE 2: RECOGNITION

Section 1.

The City recognizes the Union as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for those employees designated in the bargaining unit.

Section 2.

The bargaining unit consists of all full-time employees of the City of Wichita, as defined by the Act, who are not exempted as confidential, supervisory or professional employees. In accordance with the order of the Public Employees Relations Board of June 14, 1991, as amended and agreed to by Service Employees International Union #513 and the City of Wichita upon annual review, incorporated therein by reference, or who are not further excluded pursuant to the May 14, 1991, PERB order and amendments thereto, because they are employees of one of the following:

**Library Board
Art Museum Board
Metropolitan Area Planning Department
Wichita-Valley Center Flood Control Project
Wichita Transit
Employees Represented by FOP, Local #5 Employees
Represented by IAFF, Local #135 Employees
Represented by Teamsters, Local #795**

Section 3.

The June 14, 1991, PERB Unit Determination order and June 14, 1991, agreement excluding supervisory, confidential and professional employees are hereby incorporated by reference as though fully set out and contained herein. Appendix B reflects the 1991 Unit Determination with agreed to modifications. This list in no way limits the City from creating new positions throughout the life of the contract and does not prevent removal of positions that are no longer budgeted.

Section 4.

This Agreement does not apply to part-time and limited employees.

ARTICLE 3: MANAGEMENT RIGHTS

The Union recognizes that except to the extent abridged by provisions of this Agreement, the City reserves and retains all of its rights to manage its own affairs. The rights of Management which are not abridged by this Agreement shall include, but are not limited to: its right to determine the services and level of services to be offered by the City of Wichita, Kansas, to establish or continue policies, practices and procedures for the conduct of the operation of the City and from time to time change or abolish such policies, practices and procedures; the right to determine and from time to time to re-determine the types of operations, methods, and processes to be employed; to discontinue processes or operation or to discontinue their performance by employees of the City; to determine the number and types of employees required; to assign work to such employees in accordance with requirements determined by the employer; to establish and change work schedules and assignments; to schedule and assign overtime as determined necessary; to transfer, promote or demote employees, or lay off, terminate or otherwise relieve employees for lack of work or other legitimate reasons; to determine the fact of lack of work; to discipline for just cause; and otherwise to take such measures as the employer may determine to be necessary for orderly and efficient operation of the public service.

The above rights, responsibilities and prerogatives are inherent in the City of Wichita and its management and cannot be subject to any grievance or arbitration proceedings except as specifically provided for in this Agreement.

ARTICLE 4: 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 representative with respect to grievances and conditions of employment. Public employees also shall have the right to refuse to join or participate in the activities of the Union.

ARTICLE 5: NO STRIKE – LOCKOUT

Section 1.

The Union shall not authorize, cause, aid, ratify, condone nor shall any bargaining unit employees take part in, aid, render assistance to, or support any strike, sit-down, slowdown, stoppage of work, boycott, picketing or other interruption of work at any facilities or in the operation of the City.

Section 2.

The City shall not institute any lockout as defined by K.S.A. 75-4322(s) during the term of this Agreement.

Section 3.

If it is necessary for any employee to cross a picket line at any business in the furtherance of the employee's duties, adequate precautions shall be taken by the City to insure the employee's safety when necessary.

ARTICLE 6: NONDISCRIMINATION

No employee shall be discriminated against because of race, color, national origin, age, sex, religion, ancestry, sexual orientation, disability, marital status, political affiliation or other non-merit factors or because of union activity or non-union activity by either the City or the Union.

If any grievance is filed under this section and any complaint is filed with any other board, agency or court with concurrent jurisdiction concerning the same incident, said grievance and response times shall be held in abeyance until the other board, agency or court has rendered its decision. Regardless of the stage of proceedings in the grievance procedure, any responsive filing must be made within five (5) days of receipt by the employee of the decision of said other board, agency or court.

ARTICLE 7: STEWARDS

Section 1.

The employer shall recognize only the job stewards and alternates, not to exceed one per 30 employees in the unit, whose names have been submitted to the City in writing by the Union.

Section 2.

The authority of job stewards and alternates so designated by the employee organization shall be limited to and shall not exceed the following duties and activities while in pay

status:

- (a) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information:
 - (1) have been reduced to writing; or
 - (2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to work or any other interference with the employer's business.
- (c) Other duties are specifically provided for in this Agreement.
- (d) Upon request, job stewards and/or representatives will be given 30 minutes prior to the end of the regular work shift to meet represented employees in a work group in order to discuss or investigate grievances or discuss conditions of employment. The date must be scheduled with management in advance and after consideration of operational needs, will not be unreasonably denied. In the event that the meeting is to investigate a grievance or interview witnesses, management may provide space for confidential discussions if available. Nothing in this paragraph is intended to interfere with the right of job stewards or representatives to meet with employees during regular lunch breaks or before or after work.

Section 3.

The job stewards shall not absent themselves from their place of work to attend to union business and grievance matters without the prior permission of their immediate supervisor. Requests for time to handle union business and grievance matters, below the level of the Employee Relations Officer, shall be granted at the discretion of the immediate supervisor. Such permission shall not be unreasonably withheld. Stewards shall be granted not to exceed three (3), forty five (45) minute periods per work week to attend to union business and grievance matters at the Division and Department level. The forty five (45) minutes shall be used at the end of the shift unless the immediate supervisor grants another time.

ARTICLE 8: PAYROLL DEDUCTION

Section 1.

The City agrees that, whenever duly authorized by any employee on a form or forms appropriate for such purpose and consistent with the regulations established by the Human Resources Department, payroll deductions shall be made and paid over in accordance with such form or forms for any or all of the following purposes:

- (a) Donations to the Employee Assistance Fund.
- (b) Premiums for employee benefits.
- (c) Deduction to Wichita Federal Credit Union.
- (d) Union dues.
- (e) Deferred compensation.
- (f) And any other deduction approved by Union and the City.

Section 2.

Any such authorized deduction shall become effective following the filing of the authorization or revocation card in accordance with procedures established hereunder by the Human Resources Department. An employee's item (d) deduction shall continue until employment is terminated or by providing written notice to the employer during the month of December. The union dues deduction will be discontinued the first pay period following January 1 if possible.

Section 3.

The union will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City due to any action taken or not taken by the City in good faith under the provisions of this article. In no event shall the City be liable for any damages concerning the Union dues of employees other than the collection and forwarding of dues that are duly authorized by the employee.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 1.

A grievance is defined as any dispute involving the application or alleged violation of any provision of this Agreement other than as stated herein. The grievance procedure shall not apply to discipline referred to as a letter of counseling or a verbal warning. In situations involving either letters of counseling or verbal warnings, the Employee Relations Officer may be asked to verify the existence of the policy or practice which was the basis for the letter of counseling or verbal warning. A work day is defined as Monday through Friday, excluding holidays.

Section 2.

Any grievance as defined by Section 1 of this article shall be settled in the following manner:

- (a) The grievance shall be taken in writing to the employee's division director within ten (10) work days after the grievance occurs or within ten (10) work

days after notification of written reprimand, suspension, demotion, or termination by the aggrieved employee and/or union representative. The division director will render a decision within ten (10) work days. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.

- (b) Should the grievance not be resolved by the division director the employee and/or the union representative may take the grievance to the Department Director. The employee and/or the union representative must initiate the grievance in writing to the Department Director with ten (10) workdays from the date of receipt of the action of the division director. The Department Director will render a decision within ten (10) workdays. A copy of the grievance response will be mailed and faxed or e-mailed to the SEIU office within this ten (10) workday period.
- (c) Should the grievance not be resolved by the Department Director, the employee may, within ten (10) workdays of the completion of step (b), put the grievance in the form of a signed letter and send it to the Employee Relations Officer. The Employee Relations Officer shall require of the Department Director a letter to the Employee Relations Officer setting forth specific reasons for the decision made by the Department director. This letter must be submitted to the Employee Relations Officer within ten (10) workdays.
- (d) The Employee Relations Officer shall, within ten (10) workdays after receipt of the letter from the employee, contact the employee organization, the employee and all supervisory personnel concerned, and attempt to resolve the grievance. The written results of the findings of the Employee Relations Officer will be given to the employee, the employee organization, and to the Human Resources director within fifteen (15) workdays of the receipt of the employee's original letter. Upon verbal request of the ERO a five (5) day extension of the time limit may be granted. A copy of the ERO's grievance response will be mailed and faxed or e-mailed to the SEIU office within this fifteen (15) workday period.
- (e) If the grievant is not satisfied with the Employee Relations Officer's finding, the grievant may within ten (10) work days appeal the grievance to the Grievance Board. The Grievance Board shall consist of two (2) persons selected by the Union and two (2) persons selected by the City. The Employee Relations Officer and the Union Business Agent shall select a fifth person to act as chairperson. Any costs for the services of the chairperson shall be shared equally by the Union and the City.
 - (1) The purpose of the Grievance Board shall be to:
 - a. Investigate and determine facts;
 - b. Recommend settlement of the grievance consistent with the facts and the terms of the contract.

(2) The Employee Relations Officer shall act as secretary to the Board, and shall handle all correspondence. The Board shall draw all necessary rules and regulations for conducting its fact-finding hearings. The rules and regulations shall provide for the grievant and the City to:

- present evidence supporting their position.
- call witnesses.
- cross examine witnesses.
- be represented by counsel at the hearing.
- provide for a record of the hearing.

Said rules and regulations shall be reviewed and approved by the Union and management. The recommendation of the Board shall be forwarded to the City Manager within ten (10) work days of the conclusion of the hearing.

(f) The City Manager shall render a decision within ten (10) work days of receipt of the Grievance Board recommendation and his/her decision is final. In the event the City Manager reverses the recommendation of the Grievance Board, the reason(s) and finding(s) will be provided to the grievant in writing. In cases of termination, the grievant may proceed directly to step (d) of this procedure within ten (10) days from the employee's receipt of termination notice.

Section 3.

When a matter subject to the Grievance Procedure has been grieved, and is then the subject of a prohibited practices complaint under the jurisdiction of the Public Employee Relations Board, said grievance and response time shall be held in abeyance until the Public Employee Relations Board has rendered its decision. Regardless of the stage of proceedings of the Grievance Procedure, any responsive filing must be made within five work days of the receipt by the union of the decision of the Public Relations Board. Nothing in this article shall relieve the employer or the Union of its responsibility to make initial filings under the grievance procedure within ten (10) work days of the occurrence of the grievance. Failure to file a grievance within the initial ten (10) work days of occurrence waives the right of the employee and the Union to grieve the matter after the Public Employee Relations Board has rendered its decision.

Section 4.

Any letter of disciplinary action to be placed in an employee's personnel file shall specify the date when the letter is to be removed from the file (provided no subsequent discipline has been imposed during said period), or if appropriate, specify that the letter is permanent and shall not be removed from the file. Records of discipline involving no loss of pay will remain in an employee's file for one year from the date of the violation and will be removed at the employee's request if no other violations have occurred in that time period. Disciplinary action resulting in a loss of pay, injury to an employee, or damage to City property/ property of the general public/ City equipment/ equipment of the general public becomes part of the

employee's personnel record.

Section 5.

When employees are scheduled by their supervisor and/or any other superior within their department, to attend a meeting concerning disciplinary action, or before a Safety Review Board, the person scheduling them shall advise them that they have the right to have a union representative attend the meeting with them. The employee will be allowed an appropriate amount of time for scheduling a union representative, overnight if necessary.

Section 6.

Unpaid Suspensions. Employees receiving discipline in the form of unpaid suspensions from one (1) to five (5) days, may choose to continue to work by forfeiting the appropriate number of accrued paid vacation days in lieu of the unpaid suspension, not to exceed ten (10) working days per calendar year.

ARTICLE 10: MONETARY BENEFITS AND ALLOWANCES

Section 1.

Wages. Wages shall be increased as set forth in Appendix A.

- (a) On the effective date of this contract, all employees will be assigned to a step based on the following conversion chart: (for example, employees in ranges 617 – 630 that are in step 16 will be placed in step 15 as of the effective date of the contract).

Range	Current Step	Step effective on December 25, 2021
617-630	1	1
617-630	2	1
617-630	3	2
617-630	4	3
617-630	5	4
617-630	6	5
617-630	7	6
617-630	8	7
617-630	9	8
617-630	10	9
617-630	11	10
617-630	12	11
617-630	13	12
617-630	14	13
617-630	15	14
617-630	16	15

616	1	1
616	2	1
616	3	1
616	4	2
616	5	3
616	6	4
616	7	5
616	8	6
616	9	7
616	10	8
616	11	9
616	12	10
616	13	11
616	14	12
616	15	13
616	16	14
615	1	1
615	2	1
615	3	1
615	4	1
615	5	2
615	6	3
615	7	4
615	8	5
615	9	6
615	10	7
615	11	8
615	12	9
615	13	10
615	14	11
615	15	12
615	16	13

Section 2.

Overtime. Nonexempt employees will be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week. Except for holidays (Personal Holiday not included), injury leave and jury duty, leaves of absence will not be included as hours worked when computing eligibility for overtime even though the leave may have been paid leave. However, if an emergency exists as determined by the employee’s division director, the employee shall receive overtime pay at the rate of time and one-half of the regular rate of pay after 40 hours in pay status providing that the employee is in pay status for the 40-hour work week. An emergency is defined as any situation that may result in damage or loss of property, injury to the public or endangerment to the public health.

If an employee works Emergency Time during a week, all paid leaves of absence (e.g., including sick leave, vacation and personal days) shall be included as hours worked when computing eligibility for overtime for that week. For purposes of this paragraph, Emergency Time means hours beyond an employee's regularly assigned work schedule that are worked to address an emergency (as determined by the employee's division director).

An employee assigned to a ten-hour or twelve-hour day, who takes such work day as a Personal Holiday, shall be paid ten or twelve hours pay for said Personal Holiday, but the Personal Holiday shall not be considered as hours worked for overtime purposes.

Section 3.

Work Week – Defined. For the purpose of this Agreement, a work week shall be defined as a 7-day period commencing at 12:01 a.m. midnight Saturday, and ending at 12:00 midnight on Friday.

Section 4.

Standby Pay. An employee who is on standby and is required to be available for duty, is required to have communication device in their possession. If an employee is required to report for duty, standby pay of \$1.00 per hour will be continuous and be paid in addition to the hours actually worked.

Section 5.

Call Back. An employee on standby, who is called back and reports to duty, shall be guaranteed two hours pay at the regular rate. Employees who are not on standby, but who are called back to duty, shall not be subject to discipline if not available.

Section 6.

Within-Range Salary Increases. Frequency of Increases – Within range increases from 1 to 2 step, 2 to 3 step, 3 to 4 step, 4 to 5 step, 5 to 6 step, 6 to 7 step, 7 to 8 step, 8 to 9 step, 9 to 10 step, 10 to 11 step, 11 to 12 step, 12 to 13 step, 13 to 14 step, and 14 to 15 step may be granted after 12 months of satisfactory service in step.

Any person in a position in Range 616, step 1 after the effective date of this contract, that was hired after January 1, 2020, will move from Step 1 to 2 after 24 months of satisfactory service. Any person in Range 615, step 1 after the effective date of this contract that was hired after January 1, 2019 will move from Step 1 to 2 after 24 months of satisfactory service.

Section 7.

Merit Pay. The pay plan adopted by the City is a merit system. The union recognizes that merit increases are granted upon satisfactory completion of the required time in grade for each step and for work performance that meets or exceeds expectations of the position. The union recognizes that merit increases may also be deferred for work performance reasons. However, when a merit increase has been approved by the division/department and has not been processed so that the employee receives his/her increase at the scheduled pay period effective date, and where the processing delay was due to no fault of the employee, or

circumstances beyond the control of the City, the employee shall be paid retroactively to the scheduled date of the increase. Exceptions must be approved by the Human Resources Director.

Section 8.

Promotion. Employees who are promoted will be placed on the step of their new range on the salary schedule at the step that provides them at least a 3% pay increase. Acting Pay. An employee who is temporarily reassigned to perform the duties of a higher pay range for three consecutive months will receive at least a 3% pay increase retroactive to the start date of duties of the higher classification. The employee's pay will revert to the proper pay level in the job classification when reassigned to their former duties. The employee's merit anniversary date will not change as a result of temporary reassignment and the employee will receive all merit increases for job performance that meets expectations.

Section 9.

Reclassification. Employees who are reclassified to a higher pay range will be placed on the step of their new range on the schedule at the step that provides them at least a 3% pay increase. If a position is reclassified to a lower level, and the incumbent employee's pay is more than the maximum salary in the new range, the pay will be reduced to the maximum for the new pay range. Employees reclassified to a lower pay range whose pay is below the range maximum of the new pay range will be placed on the step with pay closest to their current pay that is not a wage increase.

Section 10.

Shift Differential. Employees shall receive \$1.00 per hour for time actually worked between 6:00 p.m. and 6:00 a.m. Payment shall be for time worked in increments of every 6 minutes. If employees work more than half the time between six minutes segments, they are paid at the next highest 6 minute segment. (e.g., If they work 9 minutes they are paid for 6 minutes of shift differential. If they work 10 minutes they receive 12 minutes of shift differential.)

Section 11.

Longevity Pay. In consideration of long and faithful service, the City shall, in addition to regular salary, pay longevity pay to long-term employees. To receive longevity pay, the employee must have completed 6 years' total accumulative service with the City. The monthly amount of this pay shall be \$2.00 per month times the employee's total years accumulative service with the City. For employees who have completed eleven (11) years total accumulative service with the City the amount shall be \$5.00 per month times the employee's total accumulative service with the City.

Rehired employees with prior creditable service will earn longevity pay based on their adjusted start-work date after completion of two years of continuous fulltime service after re-employment.

Section 12.

Date of Pay. Employees will be paid on a biweekly basis. The pay day shall be on the Friday following the regularly-scheduled two-week pay period, and shall include pay for all time

worked during the pay period. When the pay day falls on a regularly-established holiday, employees shall receive payment the preceding day. Payments shall be made available to all employees prior to the end of the shift on pay day. Employees who are separated or whose services are terminated may receive their pay only on the next established pay day.

Section 13.

Allowances – Automobile Expenses. Employees shall be reimbursed for all travel and business expense in accordance with the City’s administrative policies and regulations governing reimbursements.

Section 14.

Bonuses. Employees that have been at Step 15 for at least 365 days as of December 1, 2023 will be paid a \$500 non-pensionable one-time bonus payment. In addition, employees that have been at Step 15 for at least 365 days as of December 1, 2024 will be paid a \$500 non-pensionable one-time bonus payment.

After the effective date of this contract, each employee meeting the following criteria will be provided a one-time non-pensionable bonus payment of \$1,000 as compensation for their service to the community during the pandemic. To be eligible, employees must have been in continuous full time employment status with the City from March 20, 2020 through December 24, 2021 and did not work remotely or have the option to work remotely. The City shall make the final determination as to which employees meet this eligibility requirement.

ARTICLE 11: INSURANCE AND RETIREMENT

Section 1.

Health Benefits. The City will extend to all employee groups the same health insurance plan available to all full-time City Employees. For those participating in the City plan, the City will pay at least 80% of the health insurance premium of any health insurance plan offered by the City. The employee will pay up to 20% of health insurance costs of any health insurance plan offered by the City.

Participation in the health insurance plan is optional with each employee.

Section 2.

Life Insurance. The City agrees to provide group life insurance in the amount of two times the employee’s base annual salary, rounded up to the next higher thousand. The City and employees shall share equally in the cost of the life insurance plan. The life insurance program is optional with each employee.

Section 3.

Retirement Plan. Full-time employees shall come under the retirement system as set forth by City of Wichita ordinance. Union employees agree to be bound by any and all changes in the

retirement system that are approved by the majority vote of all employees covered by the system.

ARTICLE 12: SENIORITY – DIVISIONAL

Section 1.

Seniority shall be defined as length of continuous service with the City.

Section 2.

Divisional seniority is the length of time an employee has been in a division.

- (a) Divisional seniority shall control in case of shift change, transfer of location within the division, vacation scheduling and overtime rotation. An exception shall be granted for a period of 90 days in regard to Public Works & Utilities Fleet Maintenance employees who are transferring locations within and between shops. In this case transfers will be contingent upon employees possessing required skill sets for the type of work completed within that shop. Should realignment of City structure occur where employees would have to transfer from one division to another, divisional seniority will be considered. Seniority will be the determining factor in promotions when all factors considered in determining the best qualified employee are equal. Employees must apply for the open positions (including lateral transfers) regardless of the shift. Open positions must be posted (advertised).
- (b) Police department employees working as CSOs will alternate overtime assignments evenly between the employees of the bureau and shift.
- (c) Layoffs – when a reduction in force becomes necessary because of phase- out of a program, reduction in funds or other similar reason, the following procedure will apply:
 - (1) The Department Director will identify the specific number and type of job classifications to be reduced.
 - (2) The Human Resources Department will develop a ranked list of employees in the affected job classification. Employees will be selected on the basis of inverse order of seniority with the City. Performance appraisals may be used if employees have same city seniority.
 - (3) The list of job classifications and names of employees selected will then be submitted to the Human Resources Director. The Human Resources Director will obtain the approval of the Appointment Authority prior to lay-off. The Union will be provided a copy of the list of any bargaining unit employees selected for lay-off.

- (4) An attempt will be made to provide employees selected for layoff with two-weeks advance notice.
- (5) An employee who is to be laid off and who has previously occupied a lower position within the division can displace or “bump” an employee in that lower position with less seniority.

Employees may not “bump” an employee in another division regardless of seniority. If the employee elects to accept the lower position (optional) rather than being laid off, the employee’s pay will be at the pay step closest to the previous pay that is not a pay increase.

Any bargaining unit employee whose position is eliminated, and who cannot take advantage of bumping rights, will be allowed to fill any vacant bargaining unit position for which the employee meets the minimum qualifications and which could not be a promotion for the employee whose position is to be eliminated. These employees will not be placed on a recall list.

- (6) Recall of employees shall be limited to the division of the City from which they were laid off. Recall shall be in reverse order of layoff (i.e., the first employee laid off will be the last to be recalled). Employees laid off while in probationary status have no rights to recall. Employees laid off shall remain on a recall list for six months, and are required to keep the Human Resources Department informed of their current address. Employees who refuse a recall or accept another position with the City shall be removed from the recall list.
- (7) During the recall period, laid off employees will receive first consideration in filling any job vacancies in the same job classification from which the employee was laid off, or any position in another job classification, that may occur and are advertised to the general public provided that the laid off employee makes application and is qualified to perform the job. Employees re-employed under this provision will be treated as rehired employees pursuant to the rehire provisions contained in the City’s Human Resources Manual. Any employee who is re-employed under this provision will be removed from the recall list.

Section 3.

Questions arising concerning divisional seniority of an employee shall be handled in the following manner: the business representative of Service Employees International Union shall contact the Human Resources Director, when a question of divisional seniority of an employee arises. The Human Resources director or the Human Resources Director’s appointee, upon request from the Union, shall furnish the available information from the City’s records. Personally identifiable confidential information will only be disclosed upon

presentation of a signed request of the employee(s) involved.

ARTICLE 13: JOB CLASSIFICATIONS

Section 1.

The City shall establish an outline of duties for each job classification established by the City. Such job classification shall be of such a nature that insofar as possible, there shall be no overlap of duties. Furthermore, in all instances, each classification shall represent an easily understandable group of job duties.

Section 2.

The City will give first consideration to filling promotional SEIU job vacancies to qualified fulltime non-probationary employees. Job openings in Range 619 and above may be posted for five working days, however, the City reserves the right to reduce the posting to three days if advisable. The job opening shall list salary range, classification, brief job description, department, division and shift/work location if known. Posting of said jobs does not preclude the department or division director from considering employees within the department or division for promotion in keeping with normal career progression. Furthermore, when the intent is to fill said vacancy by internal promotion, the notice of said opening when posted shall state, "Employees within the department or division shall be given first consideration for the above position."

Section 3.

Management has the right to transfer employees to vacant positions, which are not a promotion, without posting, for ADA or health related reasons.

ARTICLE 14: PROBATION

Section 1.

Length of Probation. The probationary period shall be 6 months for new employees. An exception to the above may be made for a probationary employee who has:

- (a) been injured on the job or off the job and has missed more than two weeks of work; or
- (b) had a serious illness, major surgery, etc. and has missed more than two weeks of work.

With the concurrence of the Human Resources Director the probationary period may be extended for the length of the time missed. The extension of a probationary period shall not exceed 60 calendar days, and the employee shall be informed of the decision in writing.

Section 2.

An employee may be terminated at any time during the employee's probationary period. A probationary employee will not be permitted to grieve his/her release during the probationary period.

ARTICLE 15: TIME OFF FOR EMPLOYEE ORGANIZATION BUSINESS

The City recognizes the right of the Union to designate employee representatives pursuant to Article 7, Section 1 herein. The Union will notify the Employee Relations Officer within ten days of the effective date of this Agreement of the names of the employee representatives. Changes in employee representatives must be reported to the Employee Relations Officer.

- (a) Time off with pay for Union business shall be allowed for the following purposes:
 - (1) Negotiating a successor agreement with the City. This time off will be limited to the actual meeting time on the days when both negotiating teams are in session or caucus. The maximum number of hours of pay the City will provide to Union officers and stewards attending contract negotiations will be limited to 300 hours per contract.
 - (2) Grievance hearings at the Employee Relations Officer and Grievance Board levels. If requested, and if reasonable, representatives will attend grievance hearings at these two levels. Representation is limited to one representative for the grievant and the two Union members on the grievance board. This time off is limited to actual Grievance Board hearing time and does not include pro or post hearing conferences with the grievant. If an employee representative is not available, a member of the Union office may be requested to attend.
 - (3) City Labor-Management Committee meetings.
 - (4) Time off without pay and without loss of seniority rights shall be allowed to three employees designated by the Union to attend labor conventions or serve in any capacity on official business of the Union not covered by subsection (c), provided that no employee shall be entitled to more than 40 work hours off under this provision in any calendar year. The Union shall give one week's written notice of such leave request to the division head involved. The Union agrees that in making such request for time off under this provision, due consideration will be given to the number of employees affected in order that there shall be no disruption of the City's operations because of a lack of available employees.

- (b) The representatives shall not absent themselves from their place of work to attend to contract negotiations without the permission of their immediate supervisor. The request shall be in writing. The request shall be granted at the discretion of the immediate supervisor and shall not be denied unless reasonable work assignments prevent such permission from being granted.
- (c) The Union officers and designated stewards shall report the time of their departure to engage in Union business and the time of conclusion thereof. If the time of conclusion comes after the employee's regular shift ends, the end of the shift shall be recorded as the conclusion of the time off.
- (d) Union officers and designated stewards who wish to absent themselves from their place of work to attend to other Union business shall, after exhausting time allowed in Article 7, Section 3, do so by using personal leave (vacation, well day, or personal holiday), with permission of their immediate supervisor.
- (e) Union officers and stewards who are permitted to be absent from their regular positions on personal leave and with permission of their immediate supervisor, shall use the time at the beginning or end of the shift unless the immediate supervisor grants another time.

ARTICLE 16: INJURY LEAVE

Section 1.

Full-time employees injured while performing their assigned duties may receive full salary for the first 90 consecutive days from the date of the injury. Probationary employees will be paid in accordance with provisions set forth by State Statute. In no event will the employee be permitted to receive an amount greater than regular pay.

Section 2.

Injury leave of more than 90 consecutive days shall be handled in accordance with the provisions of the Workers' Compensation Act. Employees shall use accrued Sick Leave and Vacation Leave to supplement Workers Compensation to allow employees to receive a check equivalent to their normal take-home pay. Benefits are not accrued on the portion of Workers' Compensation received. In the event all Sick Leave and Vacation Leave are taken, the employee will then be paid according to the terms set forth in the Workers' Compensation Act until the employee is released to return to work.

Section 3.

Employees on long term Injury Leave will not receive merit increases. The advancement date will be adjusted by the length of time the employee is on Injury Leave.

Section 4.

Heart and lung disease may only be considered as an injury when it can be attributed to an act of duty which cause is in the nature of a traumatic experience. Traumatic experience is

defined as an experience above and beyond the normal call of duty that causes the injury resulting in heart or lung disease.

Section 5.

Recurring Injury Leave. Recurring leave of absence relating to a previous injury shall be considered one and the same injury, if the injury occurs within 365 days, subject to administrative analysis and diagnosis of the injury reported by the attending physician. However, if recurring leave related to a previous injury is required after one year (365 days) from date of release by the physician and return to work, such leave will be treated as a new injury.

Section 6.

Official Certified Appointed Physician. The Risk Manager will provide Department Directors, division directors and the Union with names of the doctors appointed to handle cases coming under the Workers' Compensation Act.

An employee who sustains an injury while on the job shall first obtain permission from the employee's supervisor before consulting or obtaining treatment for such injury from a physician, whether such physician is City appointed or the employee's personal physician. Workers' Compensation requires notification of the employer within ten (10) days of the injury.

In the event of a life-threatening injury, 911 should be called to dispatch emergency medical personnel to treat and transport the injured employee to the nearest approved medical facility.

Section 7.

Use of Unauthorized Physician. The City is not responsible or liable for any physician's bill for consultation or treatment of injuries which an employee sustains while the employee is not on the job.

If an employee on Injury Leave desires a second opinion, the employee may obtain a second opinion subject to the limitations of the Workers' Compensation Act. Prior approval of the Workers' Compensation Administrator is required. If the employee fails to obtain the Workers' Compensation Administrator's permission, the City shall not be liable or responsible to pay the physician's bill.

Nothing herein shall be construed to negate the provisions of the Kansas Workers' Compensation Act.

ARTICLE 17: SICK LEAVE WITH PAY

Section 1.

Sick Leave.

- (a) Accrual. Upon appointment to the position, employees shall accrue Sick

Leave at the rate of one-half day per month (6 days per year) for the first five years of creditable service. Beginning year six and through year fifteen of creditable service, Sick Leave will be accrued at the rate of one day per month (12 days per year). Beginning year sixteen of creditable service, Sick Leave will be accrued at the rate of 1.167 days per month (14 days per year).

Employees with prior creditable service are eligible to accrue Sick Leave benefits based on their adjusted start work date after two years of continuous service from the date of rehire.

- (b) Sick Leave Use. Sick Leave may be used for personal and immediate family illness, doctor appointments, surgery, disability (including maternity leave), paternity leave, off-the-job injury, on-job injury (when Injury Leave is exhausted), and enforced quarantine or for purpose allowed for Family and Medical Leave to the limits stated.
 - (1) Dependent Illness. Sick leave may be used for illness of members of the employee's immediate family. Immediate family is defined as spouse, parent, children (including stepchildren). In addition, it includes any relative living in the employee's home.
 - (2) Enforced Quarantine. Sick Leave is allowed for enforced quarantine in accordance with community health regulations.
 - (3) A probationary employee will not be paid for accrued Sick Leave used during the first six months of service. Payment for Sick Leave for other than probationary employees is in accordance with established policies previously defined. The accumulation of Sick Leave is unlimited.
- (c) When taking Sick Leave, an employee shall give notice to a supervisor by telephone or messenger prior to the employee's time to report for duty that the employee will be absent because of personal or family illness or injury. When an employee has been on Sick Leave for 20 work days, the City may require the employee to be examined by a physician it designates at City expense.
- (d) A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. Maternity leave shall be charged against accrued Sick Leave, and the Department Director or the Human Resources Director may require the employee to be examined by a physician of the City's choice. If maternity leave extends beyond the employee's accrued Sick Leave, leave may

be granted in accordance with policies governing sick leave without pay.

- (e) A leave of absence shall be granted for paternity leave upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date such leave is to begin, as soon as that date can be determined by the employee and the employee's partner's physician. Return to work shall be as soon as reasonable after delivery, up to a maximum of 12 weeks, as permitted under FMLA. Paternity leave may be charged against accrued sick and/or vacation leave.

Section 2.

Well Day. An additional day of leave shall be granted to an employee who has completed the payroll year as a full-time employee and who has not used more than 24 hours of Sick Leave in the preceding payroll year. Any employee who completed the previous payroll year as a full-time employee and who did not use any Sick Leave hours during the payroll year will receive one more additional day of leave. Well Day leave must be taken in increments of not less than thirty (30) minutes, or, according to department rules, with prior approval of the employee's supervisor.

Well Day leave may be granted the second pay period of the following payroll year. It is not cumulative and is not charged against any leave accumulation.

Section 3.

Reporting Sick Leave

- (a) Prior to the employee's scheduled time to report for duty, the employee must notify the employee's office or immediate superior by telephone or messenger that the employee will not work that day.
- (b) A doctor's release to return to work must be submitted when the leave extends beyond five (5) consecutive calendar days (40 hours) or can be required if an employee has 48 or more undocumented sick leave hours in a calendar year. Employees are required to keep their supervisor apprised of their progress and anticipated return to work.

Section 4.

Copies of any forms required under this provision or any other provisions of this contract will be furnished to the Union by the City.

Section 5.

The City and Union agree to comply with the provisions of the Family and Medical Leave Act. The exact provisions are outlined in the Human Resources Manual. Requests for leave under the Family and Medical Leave Act should be made to the employee's immediate supervisor at least 30 days prior to the commencement of leave, or as soon as practical/possible in the case of unplanned emergencies. Application forms are

available in the Human Resources Department.

Section 6.

Sick Leave Without Pay. If an employee has exhausted all regular Sick Leave and all accrued vacation leave, the employee may be granted Sick Leave without pay, upon approval of the Department Director, for a period not to exceed sixty (60) calendar days. The sixty day period may be extended by the City Manager upon recommendation of the Department Director.

The procedure for reporting Sick Leave without pay is the same as for reporting Sick Leave with pay.

ARTICLE 18: LEAVES OF ABSENCES WITHOUT PAY

The City may grant leaves of absence without pay of up to sixty (60) calendar days, upon approval of the Department Director. However, this period may be extended by the City Manager on the recommendation of the Department Director. Leave of absence without pay will not be granted until all vacation leave has been exhausted.

Requests for leave of absence without pay shall be submitted in writing to the Department Director, stating reasons for the request, the date the leave shall begin and the probable date of return.

ARTICLE 19: BEREAVEMENT LEAVE

Section 1.

In the event of a death in an employee’s immediate family: spouse, children, (stepchildren), parents, (stepparents), state-approved foster child, or any relative living in the employee’s home, the employee may be allowed a leave of absence with pay up to a maximum of five (5) work days to be taken within a two week period following the death of the family member. For the death of a brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, employees may be allowed up to three (3) workdays to be taken within a two week period following the death of the family member. This leave must be approved by the department or division director, and is not charged against any leave accumulation. Documentation of funeral or death may be required.

Section 2.

An employee who is unable to work because of a death in the immediate family must, prior to the employee’s scheduled time to report, notify the employee’s office or immediate supervisor by phone or messenger.

ARTICLE 20: VACATION LEAVE

City employees earn vacation on the basis of credited service in accordance with the following:

- (a) All full-time employees earn vacation benefits.
- (b) Vacation Leave will be earned on hours in pay status, exclusive of overtime, and will be calculated at the time the payroll is processed.
- (c) Base hours for computing Vacation Leave are 2,080 per year for employees of the unit.
- (d) The rate at which Vacation Leave is earned is determined by the start-work date or adjusted start-work date, except:
- (e) Employees with prior creditable service are not eligible to earn Vacation Leave based on their adjusted start-work date until after completion of two years of reemployment.
- (f) Vacation Leave may not be taken in advance of vacation earned, nor prior to completion of the probationary period. Employees must have satisfactorily completed their probationary appointment and have been removed from probationary status before being eligible to take vacation or being paid for terminal vacation.
- (g) The vacation schedule for all employees is as follows:

YEARS OF SERVICE	DAYS OF VACATION
<5	10
5 – 9	15
10 – 15	17
16 – 20	20
21+	25

- (h) An employee who goes on Military Leave for extended active duty, or is terminated will be paid for any unused Vacation Leave. Employees on Military Leave may choose to leave their unused Vacation Leave until they return to work or be paid for the accrued vacation at the time they start Military Leave. Employees must complete their probationary appointment to be eligible to receive terminal vacation pay.
- (i) Vacation Leave is scheduled in the department according to the policies established by the Department Director. Vacation may not be taken in excess of the hours appearing on the payroll stub. Vacation Leave may be taken in thirty-minute increments unless precluded by department policy.
- (j) Employees are allowed to accumulate and carry forward each year 240 hours of Vacation Leave. Employees will be required to use or lose vacation earned

in excess of 240 hours before the end of the pay period in which their anniversary date occurs.

ARTICLE 21: HOLIDAYS

Section 1.

Employees receive eleven holidays with pay observed by the City of Wichita. The City has adopted the federal long weekend plan, which means that the holiday is the day which is observed by the City.

Section 2.

Holidays observed shall be New Year's Day, Dr. Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Personal Holiday. Personal holiday will be individually scheduled by the Department Director. Employees must have been removed from probationary status before being eligible to take a Personal Holiday.

Section 3.

A 28-day period is established for scheduling an alternate holiday for S.E.I.U. represented employees of the Police Department and Airport Safety Division/Airport Operations Division whose job assignments are in the functions staffed with multiple shifts that are critical to the mission of the Police Department or Airport. The employee shall be granted the actual holiday off when law enforcement activities permit. If an employee is required to work on the holiday, the employee shall be given time off to be taken on a day selected by the employee within the 28-day work period in which the holiday falls, to be taken off as law enforcement or airport activities permit.

If a Police Department or Airport Safety/Airport Operations employee, as described above, cannot take an authorized holiday off within the 28-day work period in which the holiday falls, and is required to work, the employee shall be compensated in addition to his/her regular pay, at time and one-half for the hours worked.

Section 4.

Working on holidays. If an employee is required to work on the observed holiday, the employee will be paid time and one-half for the hours worked, in addition to holiday pay for the normal number of hours they are scheduled to work.

Section 5.

Holiday Pay will be disallowed when an employee:

- (a) Does not comply with a request to work on a holiday.
- (b) Is not in pay status on the working day preceding and the working day following the holiday.

Section 6.

Holidays while on leave. Holidays that are observed during an approved leave of absence with pay, except Injury Leave, are not charged as days of leave taken.

Section 7.

Additional holidays. When an additional non-working day is declared by the Appointing Authority, such non-working day shall be treated in accordance with the policy governing holidays.

Section 8.

Holidays falling on non-work days. When a legal holiday is observed on the first non-work day (employee's Saturday), the preceding work day shall be observed; and when the holiday falls on the second non-work day (employee's Sunday), the following work days shall be observed.

ARTICLE 22: MILITARY LEAVE

Requests for military leave will be handled in accordance with Title 38, U.S. Code, Section 4301 et seq.

ARTICLE 23: EMPLOYEE BREAKS AND LUNCH PERIOD**Section 1.**

Employee Breaks. The rest break is recognized as a factor which contributes toward efficient employee output. To permit employees the full benefits of a break period and to avoid any unfavorable impression which may be given when a number of employees congregate in public areas, the following policy shall regulate employee breaks.

- (a) Employees will be permitted a maximum fifteen minutes rest break each morning and each afternoon. Rest break time will not be accumulated.
- (b) Breaks will not be taken during the first or last hours of the work shift or used to extend lunch periods.
- (c) Rest breaks will be taken within the department or division areas or other areas provided by management for such purposes whenever possible.
- (d) Employees at a temporary work site will be expected to remain at the work site during their rest periods unless released by their supervisors. Complaints regarding unreasonableness of supervisors in regard to rest breaks may be brought to the attention of the division director by stewards. No grievance can be filed under this provision, however the employee or Union may request an informal review by the Employee Relations Officer.

Section 2.

Lunch Break. Each employee shall be allowed not less than one-half hour nor more than one hour per day as a lunch break. Said time is the time of the employee to be used in whatever manner the employee desires. However, the employee shall be back on the job by the end of the lunch period. The City will not be required to provide transportation for employees wishing to take their lunch period away from the job site.

ARTICLE 24: LABOR/MANAGEMENT COMMITTEE

Labor/Management Committee. The City-wide Labor/Management Committee has the support of both the Union and Management. The Labor/Management Committee is limited in its discussion to topics not covered by this Agreement. Furthermore, items under consideration by the parties during negotiations between the Union and the City are not proper subjects for discussion and are therefore prohibited. The operation and membership of the Labor/Management Committee is governed by the bylaws and practices of the Committee.

ARTICLE 25: BULLETIN BOARDS

The City shall provide space on bulletin boards for the Union to post notices of meetings and notices of other Union business. City job postings shall be placed on said bulletin boards.

ARTICLE 26: SAFETY

Section 1.

The City shall reimburse or furnish all safety devices which, by virtue of the employee's employment with the City, the employee is required to possess.

Section 2.

Employees whose duties require that safety boots or other safety footwear be worn will be required to report to work in footwear that meets the City's specifications as developed by the City's Safety Manual. Full-time employees required to purchase such footwear will be reimbursed the cost (not to exceed \$200.00 annually) upon presentation of the boots being utilized.

New employees will also be required to report in the appropriate safety footwear. Upon successful completion of the probationary period, and presentation of the boots being utilized, the employee will be reimbursed \$200.00.

Section 3.

If the employee, through willful negligence or abuse, destroys, damages or loses such equipment, uniforms, etc., the employee shall replace the items at the employee's expense.

Section 4.

The City's Safety Manual will include a provision defining weather conditions during which certain routine outdoor work activities should be curtailed for the safety of its employees and designating those individuals, by position, who have the authority to curtail such work.

Section 5.

The City shall provide a form on which any employee may, over his/her signature, report safety infractions to the immediate supervisor or directly to the City's Safety Office.

Section 6.

The Union will be represented on all City Accident Review Boards. The Union's representative will be appointed by the Unit Chair and will have a voice but no vote in all deliberations and decisions made by an ARB.

ARTICLE 27: GENERAL PROVISIONS

Section 1.

In no instance, except in case of emergency, shall the City force any employee to work in excess of 16 hours without at least an 8-hour break. Any employee who works in excess of 16 hours in a 24 hour period will receive a rest break of at least 8 consecutive hours. If any part of the eight consecutive hours of rest is during the employee's scheduled hours, the employee shall receive paid straight time off for such hours as overlap with the employee's regular work schedule hours (such hours shall not be charged to an employee's accumulated vacation or sick leave).

Section 2.

The City and the Union agree that the use of demeaning, derogatory or belittling language by any employee in the workplace is unacceptable and may be proper cause for discipline.

Section 3.

Termination correspondence shall be sent directly to the City Human Resources Department.

Section 4.

The City, whenever possible, shall rotate service calls for employees, so that within a period of time all involved employees shall receive approximately the same number of service calls.

Section 5.

The City shall provide to the Union a list of all SEIU represented employees including

separations upon request twice each calendar year. The list shall include the name, address and department of all employees within the bargaining unit. The Union shall not use the list or allow the list to be used by any other person, organization or company for any purpose other than Union business.

Section 6.

At least once a year, employees shall have the opportunity to meet with their supervisors to review performance and make known their desires in respect to career changes or promotional advances.

Section 7.

The City may, as is its right under the law, issue new work rules and other rules to govern the conduct of its employees. Such rules shall be given to the Union fourteen (14) days in advance of their implementation when possible.

Section 8.

Employees, upon request of their supervisor, will sign any normal department form/document concerning their attendance, payroll, Sick Leave, vacation, accident report, evaluation, or request for service. It is understood that by signing documents pertaining to performance evaluation or disciplinary action, this is an acknowledgment of the employee's awareness of the document and that the employee is not necessarily agreeing or disagreeing with the information it contains.

Section 9.

If any provision of this Agreement should be held invalid by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by a tribunal, or where legal restrictions exist and those legal restrictions are removed by law, the remainder of this Agreement shall not be affected thereby and the parties shall, at the request of either, enter into negotiation on that matter only.

Section 10.

It is expressly understood between the City and the Union that all matters not included in this Agreement are by intention and design specifically excluded and fall within the powers, duties and responsibilities of the City.

Section 11.

For emergency operations, employees in specified positions will be required to inform their immediate supervisors of their current address and local telephone number, and maintain a functioning phone.

Section 12.

The City and the Union hereby agree to comply with the Americans with Disabilities Act (ADA).

ARTICLE 28: SUBSTANCE TESTING

All safety sensitive employees shall be subject to random drug and alcohol testing as agreed upon by the City and the Union in April, 2007.


ARTICLE 29: DURATION AND TERMINATION

This Agreement shall take effect as of December 25, 2021, and shall continue in full force and effect until December 20, 2024. By mutual agreement between the parties, this Agreement may be opened as to any other change or modification. Any subsequent statements which result from such reopening shall be set forth and made an amendment to this Agreement, and when ratified by the parties shall constitute a change in policy.

IN WITNESS WHEREOF, THE CITY and THE UNION have hereunto set their hands this _____ day of _____, 2021.

For the City of Wichita

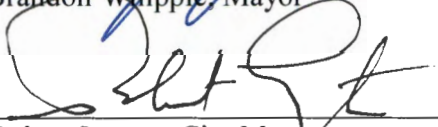
For Service Employees International
Union Local 513 AFL-CIO



Brandon Whipple, Mayor



Esau Freeman, Business Representative



Robert Layton, City Manager



James Black, Central Vice-President



Chris Bezruki, Director of HR

APPROVED AS TO FORM:

Attest:



Jennifer Magana, Director of Law



Karen Sublett, City Clerk

