

CITY CONTRACT NO. \_\_\_\_\_

2022

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HUTCHINSON, KANSAS

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU LOCAL 513/  
HUTCHINSON/RENO COUNTY EMERGENCY COMMUNICATION EMPLOYEES

JANUARY 1, 2022 THROUGH DECEMBER 31, 2022

## 2022 MEMORANDUM OF UNDERSTANDING - DISPATCHERS

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## **ARTICLE I - PREAMBLE/RECOGNITION**

**THIS AGREEMENT** (the "Agreement") is entered into by and between the City of Hutchinson, Kansas, a public agency within the meaning of K.S.A. 75-4321 and following, hereinafter sometimes referred to as the "Employer", and the Service Employees International Union, SEIU Local 513/Hutchinson/Reno County Emergency Communication Employees, a recognized employee organization within the meaning of such statutes, hereinafter sometimes referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer, the Union and the Bargaining Unit, as hereinafter defined, to provide for equitable and peaceful adjustment of differences which may arise and to establish wages, hours and other conditions of employment as defined in K.S.A. 75-4322(t) and K.S.A. 2010 Supp. 75-4330(a).

The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To ensure that this relationship continues and improves, the Employer and the Union and their respective representatives recognize the Union as the exclusive bargaining agent for all employees classified as Emergency Services Dispatchers, excluding temporary and part-time help. Where used in this Agreement, the terms "employee" and "employees" refer to members of the Bargaining Unit.

It is agreed that the provisions of this Agreement shall be binding upon all members of the Bargaining Unit.

## **ARTICLE 2 - NONDISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, religion, sex, color, age, marital status, national origin or political beliefs, nor shall there be discrimination because of handicap status except for bona fide occupational requirements as determined by the Employer.

The Employer agrees not to discriminate against any employee for his/her activity on behalf of, or membership in the Bargaining Unit; nor shall the Union discriminate against any member of the Bargaining Unit by reason of such member's election not to actively participate in the Union.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Except as expressly limited by this Agreement, the parties hereby agree that the City has and will continue to retain, without limitation, all powers, rights, authority, duties and responsibilities therefore conferred upon and vested in it by the laws and Constitution of the State of Kansas and the United States and the laws of the City of Hutchinson and any modifications made thereto, to manage the affairs of the City and direction of the work force, including, but not limited to the following:

- a. manage its affairs efficiently and economically, including the determination of the organization, quantity and quality of service(s) to be rendered; the controls

of materials, tools and equipment to be used; the discontinuation of any services, materials and methods of operation, and the determination of the number, location and type of facilities and installations;

- b. to introduce new work methods, equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- c. terminate the care, maintenance and operation of equipment used for and on behalf of the purposes of the City;
- d. contract, subcontract, merge, sell, or discontinue any materials, supplies services or function or operation of the City;
- e. to hire, assign and lay off employees; to direct the work force and establish work schedules including length of the workday, starting and ending times, lunch and rest periods, and when overtime shall be worked;
- f. to establish, modify, combine or abolish job classifications and to determine the number of employees assigned to any particular job classification, assignment or operation;
- g. to determine the standards for selection for employment, to select employees for promotions or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work; to establish work and productivity standards and, from time to time, change those standards; to transfer, promote employees from one classification, division, or shift to another;
- h. to establish or continue policies, practices and procedure for conduct of operations and to change or abolish such policies, practices or procedures; to adopt, revise and enforce work rules and regulations;
- i. to permit non-bargaining unit employees to perform bargaining unit work;
- j. to discipline or discharge non-probationary employees for just cause as exclusively determined by the City; and
- k. take any and all actions as may be necessary to carry out the mission of the City in situation of civil emergency (including but not limited to riots, tornados, civil disorder and floods) as may declared by the City Council, the City Manager or their authorized designees, which actions may include the temporary suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended; and provided that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The failure of the City to exercise any power, function, authority or right listed above shall not be deemed a waiver of the right of the City to exercise such power, function, authority, or right or prevent the City from exercising the same in some other manner which is not in conflict with the express provisions of this agreement.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

### **Section 1. General**

The Employer shall not institute, authorize, cause, aid, ratify or condone any action to provoke interruption of or prevent the continuity of work normally and usually performed by members of the Bargaining Unit for the purpose of coercing such employees into relinquishing rights granted by law.

Neither the Union nor any member of the Bargaining Unit shall authorize, cause, aid, ratify, condone, take part in, render assistance to or support any action for the purpose of coercing a change in the conditions, rights, privileges or obligations of employment through failure by concerted action with others to report for duty or to work at usual capacity in the performance of normal duties of employment.

### **Section 2. Maintenance of Service**

The Employer acknowledges that the members of the Union must possess and exercise a high degree of integrity and sense of responsibility, and are trained and skilled in their duties. When the Employer employs these employees, the Employer does so with the express intent of encouraging a professional attitude on the part of these employees, and of honoring their rights and prerogatives. Correspondingly, members of the union are to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect and confidence of the public.

The Union agrees to provide the citizens of Hutchinson with a maintenance of necessary services. In the event of a disruption, interruption, slow down, sick-in, or attempt to disrupt services, the Union will provide a minimum of dispatch personnel per shift equal to one-third (1/3) of the total dispatch personnel normally assigned to shift duties.

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

### **Section 1. Union Dues Deductions**

The Employer agrees to make monthly payroll deductions of Union dues in an amount to be calculated and certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who individually authorize in writing that such deductions be made. This authorization shall remain in full force and effect until termination of the employee, placement in a position outside the Union or until authorization is withdrawn by the employee.

The total amount of deductions shall be remitted monthly by the Employer to the Secretary-Treasurer of the Union. The name of the Secretary-Treasurer of the Union shall be certified to the Employer's Human Resources Department in writing by the Union.

All other deductions shall be taken out before Union dues are taken from the employee's wages. In the event no wages are left in any pay period to meet the Union deduction, the Employer is not responsible for the deduction of Union dues. The Employer shall not be required to make deductions for arrearages in Union dues resulting from any cause, nor deduction of initiation fees or special assessments required of union members.

## **Section 2. Changes**

Written notice of changes in dues shall be delivered by the Union to the Employer's Human Resources Department not less than fifteen (15) calendar days prior to February 1 of each calendar year and such rates shall remain in effect for twelve (12) calendar months except as provided for in Section 1 of this article. Disputes concerning the correctness of a Union deduction made by the Employer based upon written notice by the Union to the Employer shall be settled between the Union and the employee exclusively except in cases where the Employer is in error.

The Union agrees to hold the Employer harmless in any financial matters affecting the Union and as a result of the Employer providing this Union deduction service.

The application of provisions of this article shall continue so long as permitted by State law.

## **ARTICLE 6 - UNION REPRESENTATIVES & BUSINESS**

### **Section 1. Designated Union Representatives**

The Employer recognizes the right of the Bargaining Unit to designate Union representatives. The Union is responsible for providing and maintaining a current list of designated Union representatives to the Director of Human Resources.

The City's Human Resources Department will provide the Union the names, addresses and departments of those employees covered by this Agreement upon reasonable request. The Union shall not use the list or allow the list to be used by any person, organization, or company for any purpose other than Union business.

### **Section 2. Approval of Leave for Authorized Union Business**

The Union acknowledges and understands the right to grant leaves for Union business is the right of the Employer. The Employer will decide if a leave should or should not be granted, predicated on operational requirements and the provisions set forth in this article.

Union representatives shall not absent themselves from duty without pre-approval from their supervisor and permission shall not be unreasonably withheld. Union representatives shall return to normal duties and immediately inform their supervisor following any leave for authorized union business.

Any authorized union activities that are occur outside of the employee's normal work schedule shall be without pay and any approved leave for union business will be paid at the employee's regular straight rate of pay.

### **Section 3. Authorized Union Business**

Only designated Union representatives will be allowed to perform the following Union activities while on duty and without loss of pay or requirement to make up work:

- a. Attend pre-disciplinary or disciplinary meetings if requested by either a bargaining unit member or by management.
- b. Investigate or gather information for the purpose of Step 1 of the grievance process. Such activity shall be limited to two (2) hours per grievance and shall be pre-approved by the representative's immediate supervisor and conducted at a time that is least disruptive to operations as determined by management.
- c. One (1) representative shall be allowed to attend "Meet and Confer" sessions with the Employer in order to negotiate a successor Agreement. Such member shall immediately return to duty upon conclusion of such meeting.
- d. City sanctioned Labor-Management Committee meetings.

All other union-related business and activities shall be conducted off-duty and without pay.

### **Section 4. Bulletin Boards**

The Employer agrees to provide a designated bulletin board for use by the Union. Designated Union bulletin boards shall be used for, but not limited to the following:

- a. Notices of Union recreational and social events.
- b. Notices of Union meetings and minutes of same.
- c. Notices of Union elections, appointments.
- d. Notices of Union election results.
- e. Newsletters.

The posting of any other materials must be first approved by the Department Head or his/her designated representative and a copy of any such material being proposed for posting shall be provided the Employer at the time the request for approval of posting is made. In the event such material is posted without prior approval by the Department Head, he/she may remove it without notice to the Union.

## **ARTICLE 7 - PROBATIONARY PERIOD**

The probationary period for all new hires covered by this Agreement is typically six (6) months following successful completion of classroom training phase. However, probationary status will be automatically extended the equivalent amount of time that the employee has been either absent from work or unable to perform regular duty in excess of one hundred twenty (120) hours.

The Employer may also extend the probationary period up to an additional ninety (90) calendar days if the employee's performance is determined to be marginal and additional time is needed to determine continued retention. If the decision to extend probation is made, the employee will be informed in writing.

While in probationary status a newly hired employee may be discharged for any reason, and no disciplinary action, including discharge, will be subject to the grievance procedure.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **Section 1. Grievance Defined and Purpose of this Procedure**

For the purposes of this Article, a "grievance" is defined as a dispute involving the application or alleged violation of any express written provision of this Agreement. The purpose of this grievance procedure is to settle, as quickly as possible, disputes concerning the interpretation, application and enforcement of the express provisions of this Agreement. The City of Hutchinson shall not be subject to any grievance or arbitration proceeding for decisions that are the inherit and exclusive rights, responsibilities and prerogatives of the City of Hutchinson.

### **Section 2. Grievance Approval**

The SEIU Local 513/Hutchinson/Reno County Emergency Communications Grievance Committee ("Grievance Committee") shall be vested with complete, final and exclusive authority to accept, reject, or otherwise weigh or determine the merits of grievances submitted hereunder by its bargaining unit employees. Employees shall process all grievances through the Grievance Committee; and Employer shall only respond to those grievances that have been approved and signed by the Committee. If a grievance is rejected or not advanced by the Committee, the matter shall be resolved and shall be binding upon the aggrieved Employee(s).

### **Section 3. Grievance Recognition & Processing Rules**

Time Limit for Filing the Initial Grievance - Unless by mutual consent, no grievance will be recognized by the City unless it is presented to the Department Director and the Director of Human Resources in writing within fourteen (14) calendar days of the occurrence giving rise to the grievance, or the date the grievant knew or could have reasonably known of the occurrence.

Required Contents - All grievances must be filed in writing and contain the following information:

1. Description of the nature of the grievance;
2. All pertinent facts or issues, including the date(s) of occurrence, upon which the grievance is based;
3. The specific Article and Section of the Agreement that is alleged to have been violated;
4. The specific remedy requested; and
5. The name and signatures of the grievant(s) and the Lodge 7 Grievance Committee.

The Employer shall return an incomplete grievance to the Grievance Committee and specify the missing content that is required for recognition. The Grievance Committee shall have forty-eight (48) hours (exclusive of weekends and holidays) to complete the grievance and return it to the Employer before it shall be null and void.

Modifications - Once a grievance has been submitted and recognized by the employer, no new alleged violations may be added to the grievance, except by mutual agreement.

Withdrawal and Resubmission - A grievance may be withdrawn at any time; however, if a grievance has been withdrawn or resolved, it cannot be resubmitted.

Failure to Meet Timelines - The time limits in this Article must be strictly adhered to unless extended by mutual written agreement of the Union and the Employer. Failure of the Union to comply with the timelines will result in automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

Bypass to the Next Step - The parties may mutually agree in writing to omit a step or steps of the grievance procedure for a particular grievance.

#### **Section 4. Grievance Procedure**

The parties acknowledge that it is desirable for the Employee and his/her immediate supervisor to resolve issues or problems through free and informal communications. Accordingly, the Employee or Union shall attempt to resolve issues through informal communications with the appropriate supervisor. However, if such informal communications do not resolve the issue, a properly filed grievance shall be processed as follows:

##### **Step I - Department Director**

The Grievance Committee shall present the grievance to the Department Director in writing with a copy provided to the Director of Human Resources. The Department Director shall have fourteen (14) calendar days from the date of receipt of the grievance to provide a written response to the Grievance Committee; such period shall not include any days during which the Department Director is away from the office regardless of reason.

## **Step II - City Manager**

If a grievance is not settled at Step I, the Grievance Committee shall submit the grievance in writing to the City Manager and the Human Resources Director within seven (7) calendar days following the receipt of the written response provided by the Department Director.

The City Manager shall have fourteen (14) calendar days within which to act upon the grievance and provide a written response to the Grievance Committee; such period shall not include any days during which the City Manager or Department Director is away from the office regardless of reason.

## **Step III - Advisory Arbitration Hearing**

If the Grievance Committee is not satisfied with the decision of the City Manager, they may appeal the grievance to advisory arbitration by notifying the Director of Human Resources in writing within seven (7) calendar days after the receipt of the City Manager's response in Step II.

The Employer and Union shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) and shall request a panel of five (5) arbitrators who are members of the National Academy of Arbitrators that reside in Kansas, Missouri, Nebraska, or Oklahoma. Each party retains the right to reject one panel in its entirety and request that a new panel be issued. The party requesting the arbitration shall strike the first name with each party alternatively striking thereafter until only one arbitrator's name remains. The person remaining shall be the arbitrator. The arbitrator shall fix the time and date of the hearing, subject to the availability of the Employer and the Union. The location of the hearing shall be in Hutchinson, Kansas.

The following rules shall apply to all Advisory Arbitration proceedings:

- a. The decision of the arbitrator is advisory only and non-binding upon the City.
- b. The arbitration hearings shall be conducted in accordance with the Ethical and Procedural Standards recommended by the American Arbitration Association.
- c. Confidentiality - All grievance arbitration proceedings shall be closed to the general public and news media representatives unless otherwise agreed by all parties to the proceeding.
- d. Burden of Proof and Standard of Evidence - In disciplinary cases, the Employer has the burden of proving proper cause using the preponderance of evidence standard except when the Union alleges disparate treatment. The Union shall bear the burden of proof in all contract interpretation and disparate treatment cases.
- e. Limitations on the Authority of Arbitrator - The arbitrator shall have no right to amend, modify, mollify, ignore, add to, or subtract from the

provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision of this Agreement. The arbitrator shall be empowered to determine only the issue(s) raised by the grievance as submitted in writing in Step I. The arbitrator shall have no authority to decide on any issue not so submitted or raised.

- f. Arbitration Fees and Expenses - The fees and expenses of the arbitrator, court reporter and FMCS (if any) shall be divided equally between the City and the Union provided, however each party shall fully bear the expenses of preparing and presenting its own case including the cost of legal counsel, witnesses and other persons it requires to attend the arbitration.

The arbitrator shall submit to the parties his/her advisory decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

#### **Step IV - City Manager's Post Arbitration Decision**

After receipt of the advisory decision by the arbitrator, the City Manager will have twenty-one (21) calendar days to review all relevant evidence and render a written decision to the parties. Such period shall not include any days during which the City Manager or Department Director is away from the office regardless of reason. The City Manager's decision shall be final.

### **ARTICLE 9 - DISCIPLINARY ACTION**

The City adheres to the tenants of progressive discipline and corrective action and agrees that non-probationary bargaining unit members may be disciplined only for just cause. This provision does not prohibit the City from imposing discipline, up to and including termination, absent prior discipline, where it is warranted by the seriousness of the offense.

All bargaining unit members shall have the right to have a designated Union representative present when a member is subject to an investigatory interview or any meeting called by command staff or other management personnel in which the member reasonably believes that discipline may result. Additionally, any bargaining unit member who has been notified to appear before Management to receive formal disciplinary action may have a designated representative present if the member so desires. The employee will be allowed a reasonable amount of time for scheduling a Union representative.

Bargaining unit members shall be given a copy of any formal disciplinary action taken against them which is placed in the members' personnel file.

## **ARTICLE 10 - DISCIPLINE UNDER NON-DOT DRUG AND ALCOHOL TESTING POLICY**

An employee who receives a positive alcohol or drug test result, or who is regarded as having refused to test (as defined under the policy section, "Refusal to Submit/Insubordination"), shall be terminated.

## **ARTICLE 11 - CHANGES IN WORK SCHEDULE**

### **Section 1. Changes to Regular Work Schedule**

The Employer shall make changes to the regular work schedule only after posting a notice of such change on appropriate departmental bulletin boards or other commonly used communication methods not fewer than ten (10) calendar days prior to the effective date of the change. The Employer will make reasonable efforts to maintain the posted work schedules.

### **Section 2. Temporary Changes to Work Schedule**

The Employer may make temporary changes to normal work schedules without prior notice when, as determined by the Employer, emergency situations occur. Such occurrences include but are not limited to natural disasters, staffing shortages, and safety concerns.

Additionally, provided the employee has reached his/her full scheduled hours of work during the seven (7) day work week, the Employer may release or partially release the employee from scheduled work in order to avoid unnecessary overtime costs.

## **ARTICLE 12 - EMPLOYEE REST BREAKS & MEAL PERIOD**

### **Section 1. Coordination**

Due to the unpredictable nature of 911 operations, and to ensure adequate coverage at all times, employees are required to coordinate rest breaks and meal period with their shift supervisor and be able to return to duty without delay while on a rest or meal break.

### **Section 2. Rest Breaks**

When operational conditions permit, Employees are allowed to take one (1) fifteen (15) minute rest break with pay during the first and last four (4) hour segments of their shift.

Rest breaks shall be taken only within the designated areas provided by management. Rest breaks cannot be accumulated or combined and are not allowed to be taken during the first or last hours of the work shift or used to extend a meal period. When an employee is unable to take a rest break(s) or chooses to work through a rest break, he/she shall not be entitled to receive extra pay or alter the normal starting or ending time of their shift.

### **Section 3. Meal Period**

When operational conditions permit, Employees that are working a twelve (12) hour shift will be allowed to take a one (1) hour meal period with pay during mid-shift. Employees that are working an eight (8) or ten (10) hour shift will be allowed to take a one (1) thirty (30) minute meal period.

All meal periods must be taken in close proximity to the worksite and the employee is required remain easily reachable at all times and able to return to duty within fifteen (15) minutes.

## **ARTICLE 13 - SENIORITY (LENGTH OF SERVICE)**

### **Section 1. Definition**

City seniority shall be defined as the length of service with the Employer measured from the employee's last date of hire by the Employer or the date of return to work after previous termination of said seniority as herein defined.

Departmental seniority shall be defined as the length of service within a department or division of the Employer measured from the employee's date of assignment to (other than a temporary assignment), a division or department or a date of reassignment to a division or department by the Employer after a previous termination of seniority.

### **Section 2. Use of Seniority**

No employee shall retain divisional/departmental seniority in more than one (1) division or department. An employee assigned by job from one division or department to another, or who requests and is permitted by the Employer to transfer from one division or department to another, shall, upon being so transferred or assigned, be eligible for divisional/departmental seniority only in the division or department to which he or she has been transferred or assigned, such seniority to be measured from the effective date of such transfer or assignment. Employees temporarily transferred or assigned to another division or department shall retain and continue to accrue their divisional/departmental seniority in the division or department to which they are permanently assigned.

The department in which employees will accrue seniority for the purpose of this Article are those positions(s) which are covered by this Agreement.

### **Section 3. Miscellaneous**

An employee shall lose City and Divisional/Departmental seniority when one of the following occurs:

- a. an employee who is off the Employer's payroll for a period of six (6) months or longer for any reason;
- b. an employee resigns, quits, leaves service or is discharged; or

- c. an employee fails to return to work from an authorized absence.

The Employer will recognize seniority, and consider the same in matters of lay-off (City seniority), promotion (departmental seniority) and transfer (City seniority), but seniority shall not be the sole criteria considered in such matters (lay-off, promotion and transfer).

## **ARTICLE 14 - WAGES**

### **Section 1. Base Pay Administration**

A. As indicated in Appendix A, probationary employees will be paid at the classroom rate upon hire and will advance to the console rate of pay once they have successfully completed classroom training. Upon successful completion console training and the granting of regular status, the employee will then be advanced to the bottom of the regular employee pay range.

B. Those employees that are below the minimum pay rate for their job classification, will be brought to the minimum pay rate at the start of the payroll year(s) covered by this Agreement.

C. Base pay administrative procedures for the period covering this Agreement are defined in Appendix C.

## **ARTICLE 15 - OVERTIME PAY**

Pursuant to FLSA, employees shall be paid one and one-half (1½) times his/her regular straight time hourly rate of pay for all hours worked in excess of forty (40) during the seven (7) day work cycle established by the City. For the purposes computing overtime, "hours worked" shall only include the time spent on duty and pre-authorized paid vacation leave. All other paid leave shall not be counted as hours worked for overtime calculation purposes.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. There shall be no pyramiding or duplication of overtime or premium pay under any provision of this Agreement; and only the higher one shall be paid.

The Employer shall have the right to require mandatory overtime work that employees may not refuse work. The Employer shall make good faith effort to distribute overtime assignments as equally as possible among those available, capable and normally assigned to the performance of work for which overtime is required.

## **ARTICLE 16 - AFTER HOURS DUTY REQUIREMENTS & PAY**

### **Section 1. General Scope**

All employees represented by the Union shall be required, as a condition of employment, to maintain and provide to the City an operating telephone number wherein the employee can be easily reached when they are off duty.

The Employer and the Union agree that circumstances or events occur that require employees to report to work at times other than their normal work schedule and when employees are notified by the employer to report to work, they must do so.

## **Section 2. Call-In Pay**

All employees covered by this agreement who are "called in" to work duty within two (2) hours prior to the start of their normal shift schedule or two (2) hours after the end of their normal shift schedule shall receive their regular base rate of pay as provided for in this Agreement.

## **Section 3 On-Call Duty & Pay**

Employees assigned to on-call duty will receive One Dollar (\$1.00) per hour for each hour assigned to on-call duty.

Employees assigned to on-call duty are required to be immediately reachable and responsive at all times by phone, text or other similar means. Employees assigned to on-call duty shall not engage in any activities that would prevent them from making responsible decisions, performing their required duties, and/or promptly responding to a call for service.

Employees who are assigned to on-call duty shall be subject to severe discipline if requirements are not met.

All on-call duty procedures and assignments shall be determined by management; however, the city will seek employee input prior to making changes to on-call duty whenever it is administratively feasible.

## **Section 4 Call-Back Duty & Pay**

Employees that are designated to be on-call shall be the first persons contacted to respond to emergencies or other situations requiring their presence to work. However, other employees may be contacted and required to return to work in order to meet the needs of the City.

A call-back is defined as an unscheduled official assignment of work that does not precede or follow within two (2) hours of the employee's normal shift schedule. For the purposes of this policy, eligibility for call-back pay shall only apply if the call to return to duty is more than two (2) hours before or two (2) hours after the employee's normal scheduled shift.

Call-back pay shall be at one and one-half (1½) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a two (2) hour minimum. For call back pay purposes, additional calls for service which occur within the two (2) hour minimum, or while the employee is actively working, will be treated as one (1) continuous call back.

For timekeeping purposes, a call back shall begin when the employee is notified to return to work and shall end whenever the employee has completed the work assignment(s) and returned home.

**ARTICLE 17 - TRAINING OFFICER PAY**

Certified Training Officer (CTO) pay will be granted to those emergency communication dispatchers who have passed APCO (Association of Public Communications Officers) certification requirements and have been designated by the City as a training officer. CTO pay shall be One Dollar (\$1.00) per hour added to the employee’s regular rate of pay for all actual hours worked but will not be applied to paid leave benefits (e.g., vacation, sick leave, holiday). CTO pay shall be discontinued in the event the employee loses certification and/or performance as a designated training officer does not meet expectations.

**ARTICLE 18 - VACATION LEAVE**

**Section 1. Vacation Policy**

Basic Eligibility - To be eligible to accrue vacation leave benefits, employees must be in a regular full-time position. Variable hour employees who later convert to regular employment status without a break in service will be given prorated vacation leave accruals retroactively from their original date of hire, not to exceed 40 hours.

New employees begin accruing vacation leave benefits from their hire date, however, vacation leave benefits may not be used until the employee satisfactorily completes six months of service.

Method of Accrual & Administration - Vacation leave is earned each pay period, and is accrued based on the employee’s regular schedule and continuous length of service. For the purposes of this policy, a full-time employee is defined as a person who is regularly scheduled to work 40 hours a week (2,080 per year), excluding overtime. Employees must be on active pay status for the full pay period to receive the accrual; employees on unpaid leave of absence will cease to accrue vacation leave until they return to active pay status.

For regular full-time employees, vacation leave is accrued according to the following schedule:

Years of Service	Accrual Rate per Pay Period	Annualized Accrual	Max. Carry-Over Cap
0 - 4 years	3.0769 Hours	80 Hours	160 Hours
5 - 13 years	4.6154 Hours	120 Hours	200 Hours
14+ years	6.1538 Hours	160 Hours	200 Hours

In years where there is a twenty-seventh payroll, no additional accruals will be granted.

Vacation leave is available for use after the pay period in which it was earned, but may not be used for absences that occur within the same period it was earned. Movement to a higher accrual rate becomes effective the first of the pay period in which the employee’s length of service date reaches the next tier.

Employees are allowed to carry-over vacation leave benefits from calendar year to the next up to the maximum carry-over indicated above. Any unused vacation leave above the maximum carry-over cap will be lost.

Only continuous service shall count toward eligibility for earning vacation leave benefits. Termination shall constitute an interruption of continuous service, and upon re-employment prior service shall count toward the service requirement for earning vacation leave if the last ten (10) years of service have been continuous. Approved leaves of absence (with pay) shall be counted toward continuous service. Employees shall not be eligible to earn vacation leave benefits during period of time they are absent from work without pay for any reason.

Whenever separation from service to the Employer occurs prior to completion of twelve (12) months' service, no compensation shall be paid for any vacation leave pursuant to this article. If separation occurs after twelve (12) months' service, an employee is entitled to pay for accrued, unused and unexpired vacation leave; provided, that in the case of resignation, the employee has given adequate notice of intent to resign (usually two (2) weeks or as far in advance as the employee has definite knowledge, whichever is longer).

## **Section 2. Vacation Selection and Frequency**

Vacation requests will be scheduled so as to meet the operating requirements of the City and, in-so-far as possible, the preference of the employee. Vacation leave for employees represented by the Union shall be selected on a "first come" basis. The first employee to request a specific period as vacation leave shall be granted such period exclusively, except when two (2) employees request the same period on the same day, in which instance, the more senior employee shall be granted the period off. Conflicts on subsequent requests shall be resolved on the basis of Departmental Seniority. Only one (1) employee represented by the Union shall be on vacation leave on any one shift, except when adequate coverage is available.

Vacation leave requests shall be submitted using the city's time management system no less than fifteen (15) days prior to the period requested and it will be the responsibility of the supervisor to assign an employee to fill the overtime unless it is voluntarily signed up for. If less than fifteen (15) days' notice is given for a vacation leave request, the employee making the request will be responsible for finding another dispatcher agreeing to work any hours needed to cover the requested vacation day(s).

Vacation leave selections shall normally fall totally within the twelve (12) months period immediately following the employee's vacation leave earning date unless otherwise approved by the Department Supervisor.

When a City holiday falls in a week when an employee is scheduled on vacation, such holiday shall not be charged as a day of vacation leave except when an employee elects to have said holiday charged as a day of vacation leave and receive holiday pay for such holiday.

## ARTICLE 19- HOLIDAY LEAVE

### Section 1. Holiday Leave Benefits - Regular Employees

In lieu of the seven (7) city designated holidays and three (3) floating holidays afforded to other City employees, members of the bargaining unit will be granted forty (40) hours of holiday leave benefits at the beginning of the payroll year; and another forty (40) hours of holiday leave benefits at the mid-point of the payroll year (for a total of 80 hours per payroll year).

### Section 2. Holiday Leave Benefits - Probationary Employees

Probationary employees will receive eight (8) hours of holiday pay for each city designated holiday that occurs during their classroom training period.

At the time of successful completion of classroom training, new employees will receive and be eligible to use: 1) eight (8) hours of holiday leave for each city designated holiday remaining in the six (6) month granting period in Section 1; and 2) additional holiday leave hours based on the following schedule:

<u>Classroom Training Completion</u>	<u>Hours</u>
January - March	24
April - June	16
July - October	8
Nov. - Dec.	0

### Section 3. Use and Administration

Subject to the approval of the responsible Supervisor, available holiday bank hours may be used during any scheduled shift in the payroll year in which it was credited. Holiday leave may be used in one (1) hour increments and will be paid at the employee's straight hourly rate.

Requests for holiday leave shall be made using the city's time management system at least fifteen (15) days in advance of the date being requested. Leave requests with less than 15-day notice will only be considered if the requesting employee has found an equally qualified dispatcher, as determined by management, to work his/her assigned shift.

### Section 4. Payout Provisions

Holiday leave hours must be used within the payroll year in which they were granted and may not be carried over into the following payroll year. Any unused holiday leave will be paid out at the end of the payroll year at the employee's straight hourly rate of pay.

In the event of a KPERS qualified disability, retirement, or death, any unused holiday leave hours will be paid out based at the employee's regular rate of pay. However, any unused holiday bank hours will be forfeited upon termination of employment for any other reason (voluntary or involuntary).

## ARTICLE 20 - SICK LEAVE

### Section 1. Administration & Accumulation

Sick leave is an earned benefit that provides limited income protection when an eligible employee is unable to work as the result of short-term injury, illness or temporary disability.

Sick leave is accrued on a per pay period basis, and is based on the employee's regular schedule of 2,080 hours per year, excluding overtime. Regular full-time employees earn sick leave benefits at a rate of 3.9623 hours for each bi-weekly pay period worked (96 hours per year). New employees will accrue but will not be eligible to use sick leave benefits prior to the successful completion of their probationary period (usually six months).

Employees must be on active pay status for the full pay period to receive the accrual for the period and employees on an unpaid leave of absence will cease to accrue sick leave until they return to active pay status.

### Section 2. Notification Requirements & Acceptable Uses

Employees who know in advance that they will be absent for health reasons are expected to give their supervisors advance notice, including the probable start date and duration of the absence. If a sudden illness makes it impossible for an employee to request sick leave before the workday begins, the employee should notify his/her supervisor or division head within four (4) hours before the beginning of their scheduled shift. If an employee is too ill to place the call, a relative or other responsible individual can place the call. Failure to provide proper absence notification is grounds for disciplinary action up to and including termination of employment.

Sick leave benefits may be used for the following absences:

Personal Sick Leave - Sick leave may be used for absences caused by illness, injury, temporary disability (including pregnancy/ maternity), medical, dental or vision exams or treatment. Whenever possible, employees are expected to schedule exams and treatments in a manner that minimizes disruption of departmental operations. While on personal sick leave, employees shall not perform any activities which may impede recovery from the injury/illness including but not limited to other employment, self-employment, sports, hobbies, etc.

Eligible Family Member Care - Up to forty (40) hours of sick leave per calendar year may be used for illness, injury, or preventative health needs for eligible family members. For the purposes of this policy, eligible family members include the employee's: spouse; dependent child (including stepchildren); or parent. An adult child may also be covered under this provision if they have a long-term condition that makes them incapable of self-care.

Birth or Adoption - An additional forty (40) hours of family care sick leave may be used per calendar year to care for a spouse immediately following childbirth, or immediately following the legal adoption of a child.

Use of sick leave will be monitored for appropriate use and patterns of abuse. Non-compliance with this article will result in denial of benefits and/or disciplinary action up to and including termination of employment.

### **Section 3. Medical Certification**

Employees may at any time be required to provide medical certification when requested by management. Failure to provide acceptable medical certification in a timely manner may result in the denial of sick leave and FMLA leave as well as disciplinary action up to and including termination. Acceptable medical documentation should be on the physician's official letterhead and include the following:

- Patient's name
- Dates of disability
- Statement of work restrictions
- Anticipated or actual return to work date
- Physician's name and original signature

Employees are responsible for notifying their supervisors of their work status keeping and providing medical documentation as requested by management. At its discretion, management may require fitness for duty examination prior to allowing an employee to return to duty.

### **Section 4. Wellness**

Any bargaining unit employee that has not used any sick leave benefits, regardless of reason, on a rolling twelve (12) month basis and has not refused any occupational light assignment offered by the employer during the same rolling twelve (12) month period shall be awarded an eight (8) hours wellness day at the beginning of the next calendar year.

Both parties mutually agree that the bargaining unit employee is solely responsible for monitoring and notifying the Division Head and the Human Resources department whenever he/she believes they have met the requirements for the wellness day award. Such notification should be in writing and should occur within 45 days after the end of the qualifying rolling twelve (12) month period. When confirmed by HR, the wellness day award will be credited to the employee's vacation leave bank at the beginning of the next calendar year. All wellness day hours are subject to the use and administration rules outlined in Vacation Leave (Article 18) and will be counted as hours worked for overtime calculation purposes.

## **ARTICLE 21 - UNUSED SICK LEAVE PAYOUT**

Employees with a minimum of five (5) years of continuous service as a regular employee are eligible for a partial payout of earned and unused sick leave upon voluntary termination of employment. In addition to the minimum service requirement, an employee will not be eligible to receive a sick leave payout if the termination of employment is due to: 1) involuntary termination for any reason excluding job elimination or workforce reduction; 2) job abandonment or a voluntarily resignation without notice; 3) resignation while under investigation or to avoid disciplinary action; or 4) resignation by the mutual consent of both parties.

Provided that the above basic eligibility criteria have been met, the amount of sick leave to be paid out will be based on the employee's sick leave utilization rate over the course of his/her employment according the following schedule:

<u>Utilization Rate</u>	<u>Bank Balance Payout %</u>
Greater than 45%	0%
44.9 - 40%	10%
39.9 - 35%	20%
Less than 35%	33%

Utilization rate is calculated by the number of sick leave hours used, divided by the total hours of sick leave hours earned over the course of the employee's continuous length of service as a regular employee. An employee's donation of sick leave to the City's shared leave pool will not be counted in the utilization rate calculation.

The maximum payout of unused sick leave under this section is 544 hours.

Payout upon Death. Upon the death of an active employee, the employee's estate will receive 33% of the employee's unused sick leave balance at the time of death.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

Up to forty (40) hours of Bereavement leave will be granted in the event of a death in the employee's immediate family. For the purposes of this policy, immediate family includes the employee's spouse, children, siblings, parents or parents-in-law. For the purpose of this benefit, a child includes the employee's natural child, lawfully adopted child or other child for whom the employee has obtained legal guardianship pursuant to a court order.

Up to twenty-four (24) hours of bereavement leave will be granted for the death of the employee's grandparents, grandchildren, sister- or brother-in-law, son- or daughter-in-law. An employee needing to be absent as the result of a death in the family is expected to notify his/her supervisor or department head as soon as possible.

## **ARTICLE 23 - INJURY LEAVE**

### **Section 1. Temporary Disability**

A. The City of Hutchinson will provide compensated injury leave for employees in the bargaining unit who incur temporary disabilities which can logically and medically proven to be the result of accidental injury or occupational illness arising from their employment with the City. Injury leave benefits under this article shall supplement any gaps in base pay and longevity pay under the Kansas Workers' Compensation Act for temporary disabilities resulting from an occupational injury.

B. An employee will not be eligible for injury leave pay in the event of any of the following:

- The injury was caused by the employee's own negligence or misconduct;
- Failure to follow established workplace safety rules, including but not limited to proper donning of PPE;
- Failure to file an injury report in a timely manner and/or fully cooperate in any safety investigation;
- Failure to fully cooperate with the city physician and the prescribed treatment plan;
- Refusing a light duty assignment.

C. Eligibility for Injury leave pay shall be limited to 180 calendar days from the date of injury. The City may at any time place the injured employee on permanent disability if it has been determined by the City Physician that the employee has reached maximum medical improvement and is no longer able to perform the essential functions of the job, with or without reasonable accommodation. In such cases, the provisions of Section 2 of this Article will apply.

D. Employees who are unable to return to the regularly assigned duties of the employee's position after all injury leave has been exhausted may, at the discretion of the City, be continued on light duty at regular pay; placed on leave absence without injury leave; or terminated. The decision to terminate an employee at the end of the injury leave period shall be made after careful review of such factors as the prognosis of condition and supportive medical information, work record of the employee, and the employee's ability to perform the essential functions of the job with or without reasonable accommodation.

E. The City, at its sole discretion, may extend the injured employee's leave of absence beyond the one hundred eighty (180) calendar day limit if there is a reasonable prognosis that he/she will be able to return to full duty within a limited timeframe. In such cases, the injured employee will no longer be eligible for paid injury leave benefits, however, he/she may use other unused paid leave benefits to supplement temporary disability payments provided under the Kansas Workers' Compensation Act. The use of accrued leave shall not exceed the employee's normal compensation and shall not affect the City's ability to terminate the employee if it determines that the employee cannot perform the essential functions of the job with or without reasonable accommodation. An employee who is terminated for disability related reasons shall be paid for unused vacation leave and sick leave in accordance with the procedures set forth in this Agreement.

F. Injury leave because of recurrence, or aggravation of an injury previously approved for injury leave with pay shall be charged to the balance, if any, of the maximum allowance of leave for such original injury. Leave for recurrence and aggravation shall stand the same tests of proof as may be required for granting the original leave.

G. Employees on injury leave with pay shall be returned to duty at the earliest practical date. Employees on injury leave may be assigned to light duty by the City when the city's physician permits such assignment. Light duty assignment may be made without reference to the employee's job classification or departmental assignment.

H. Employees on injury leave may be required to submit proof of continuing disability from time to time, as requested by the City or its agents. The employee may request approval for treatment by a physician other than the designated City physician; however, the employee shall not be eligible to receive injury leave pay for any absence related to or resulting from that consultation and/or treatment that has not been directed by the City or the City

Physician. The City's reimbursement for such employee requested consultation and/or treatment shall be limited to the amount required by law

I. While on injury leave, the employee shall not engage in any activity that could hinder the employee's recovery or delay his or her return to work. Work in any other occupation or self-employment while on injury leave is prohibited unless pre-approved by the Department Head and Human Resources. Employee found to be in violation of this provision shall be immediately disqualified for injury leave benefits.

## **Section 2. Permanent Disability**

A. Injury leave may also be granted to an employee who is, or is believed to be permanently disabled due to an occupational injury or illness, when the following conditions have been met: 1) the employee has officially and irrevocably resigned their position; 2) the employee has formally filed an application for disability retirement with the applicable retirement authority; and 3) the employee's disability has been logically and medically proven to be the result of accidental injury or occupational illness arising from their employment with the city.

B. The City or its agents may require the employee to provide medical evidence, including but not limited to submission to an examination by a physician of the Employer's choice, to establish the work-relatedness of the permanent disability. In the event the Employer requires such an examination, the cost thereof shall be borne by the Employer. Failure to cooperate with any aspect of the medical review/ determination process will immediately disqualify the employee from receiving injury leave benefits under this section.

C. The employee's resignation will become effective on the date the employee's application for disability retirement benefits has been acted upon by the applicable retirement authority, regardless of the outcome. The city may immediately terminate or cease paying injury leave to an employee if it finds that he/she is unreasonably delaying or is not fully cooperating with the applicable retirement authority during its review and determination process.

D. An employee who has been terminated for disability related reasons shall be paid for unused vacation leave and sick leave in accordance with the procedures set forth in this Agreement.

## **ARTICLE 24 - MILITARY LEAVE**

A leave of absence with partial pay, designated as Military Leave, may be granted to an employee who is required to attend military training as a result of membership in the Kansas National Guard or any reserve component of the Armed Forces of the United States, when the employee requests such leave and attaches a copy of the order requiring such duty to the leave request. Leave granted for this purpose shall not exceed two (2) weeks. Any additional time off shall be without pay. An employee granted Military Leave shall be paid an amount equal to the difference between his/her normal regular earnings and that amount paid to him/her by the reserve organization of which he/she is a member. If such pay exceeds his/her normal regular earnings with the Employer, he/she shall not be eligible for any pay from the Employer for the leave period. If an employee requests vacation leave for the period of the military

training, he/she will receive his/her normal regular pay for his/her vacation leave and will not be eligible for any additional Employer benefit for his/her training time.

The use of vacation leave shall not conflict with any other article or appendix related to vacation leave and/or vacation scheduling as determined by the Employer.

Military leave will not be granted for weekend drill periods normally associated with military reserve membership. Military leave is intended for the use of those employees who are required to attend the two-week training period normally associated with military reserve membership.

Any employee who voluntarily or involuntarily enters extended active duty in any branch of the military service, including all Guard and Reserve Units of the Armed Forces of the United States, may be placed on Military Leave of Absence without pay not to exceed a period of six months, except when federal law provides otherwise.

It is understood by the Union that approval of all requested leaves of absences, whether with and/or without pay, shall be determined by the Employer.

All requests for military leave shall be made in writing with such prior notice as may be determined by the Employer. Approval of requested leaves of absence shall not be unreasonably withheld.

## **ARTICLE 25 - MISCELLANEOUS LEAVES**

### **Section 1. Jury Duty**

a. Employees shall be allowed pay for necessary scheduled time absent to serve on jury duty when the employee requests such leave and attaches a copy of the order requiring such duty to the absence request.

b. Fees received by an employee for jury duty will be turned in to the City Clerk's Office. An employee will not be required to return money that is received as reimbursement for travel and meals while serving on jury duty.

c. An employee is not required to return money received for jury duty or subpoenaed witness when performed on a regular day off, or on vacation leave.

d. Whenever an employee is notified that he or she may be summoned for jury duty which will necessitate absence from regularly scheduled work, such employee shall promptly advise the department supervisor of the date or dates upon which he or she may be required to serve. Thereafter, such employee shall notify the department supervisor immediately upon receiving notice he or she will, in fact, be required to report for jury duty on a particular date.

### **Section 2. Court Appearances**

a. A leave of absence with pay, designated as Civil Leave, may be granted to an employee to attend court as a witness under subpoena, when he/she requests such leave and attaches a copy of the order requiring such duty to the leave request.

b. If an employee is involved in court as an expert witness or in a personal case, either as a plaintiff or as a defendant, he or she may be granted leave, but the leave shall be without pay.

c. If an employee must appear in court on a matter in which the City of Hutchinson is involved as a result of his or her official capacity with the Employer, such time shall be considered as working time and no leave of absence shall be required.

d. In instances where court appearances involve time off without pay, an employee may request use of accumulated vacation leave for such period of absence.

#### **Section 4. General Notice Requirements**

Except as otherwise provided in this article, all requests for leave pursuant to Section 1 and 2 above shall be made in writing at least seventy-two (72) hours in advance of the beginning time of the requested leave. It is agreed by the Union that approval of all requested leaves of absence, whether with or without pay, shall be determined by the Employer.

### **ARTICLE 26 - MEDICAL AND DENTAL CARE PROGRAM**

The Employer will extend to all employee groups the same health and dental insurance program available to all regular full-time City employees. For the duration of this Agreement, the Employer will contribute the following targeted percentages for its benchmark or standard plan, as determined by the Employer:

Employee Only	90%
Employee + Spouse	80%
Employee + Children	80%
Family Coverage	70%

Participation in the health and dental insurance program is optional for each employee. Those employees that waive participation will not receive cash in lieu of participation.

The nature and extent of the medical and dental benefits, including deductibles, co-insurance, and other matters of plan design and administration, shall be determined by the Employer. All contributions made to the Program on behalf of covered employees shall be used solely for the purposes for which the Program was created and shall not be diverted to any other municipal use.

### **ARTICLE 27 - UNIFORMS**

For current and new full-time employees who possess the necessary competencies to satisfactorily perform work on any/all consoles and who have successfully completed one (1) year of service, the Employer shall provide an initial issue of uniforms for each such employee of four (4) long/short sleeve shirts or a combination of long and short sleeve shirts with emergency dispatch or emergency communications emblems; provided, however, such uniforms

shall be regularly cleaned and maintained by the employee. New shirts may be ordered thereafter as deemed necessary by the Administrative Services Director.

After two (2) years of continuous service, the Employer will provide a jacket with an HRCEC emblem. A replacement jacket may be provided as deemed necessary by the Administrative Services Director.

## **ARTICLE 28 - OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the department in order to eliminate as much as possible, accidents, death, injuries and illness in the City's service. The Union may recommend and make recommendations for the correction of unsafe or harmful work conditions to the Executive Safety Committee. All written recommendations may include a target date for abatement of hazardous conditions.

## **ARTICLE 29 - Re-Negotiation Due to Loss of Revenue**

### **Section 1. Renegotiation at City's Option**

The wages and benefits established by this Agreement may, at the option of the City, be opened for renegotiation in the event one or more of the following contingencies occur:

1. A significant decrease in the City's assessed valuation;
2. Repeal or significant decrease in local or state sales tax collections or distributions, when the City has no alternative sources of general fund revenue with which to compensate for such loss or reduction in sales tax revenue;
3. A significant decrease in funds available to the City through federal or state revenue sharing programs; or
4. Any other event beyond the control of the City which has the effect of significantly decreasing the funds available to the City to underwrite its general governmental activities, including but not limited to state-imposed tax lids or tax freezes.

For the purposes of this section, "significant decrease" means any reduction in available funds which, in the opinion of the City's governing body, renders it impractical for the City to meet the wages and benefits established by this Agreement while at the same time providing the desired level of total municipal services and maintaining the annual mill levy and other tax rates at levels acceptable to the public.

### **Section 2. Procedure for Renegotiation**

If the City initiates renegotiation under this Article, the parties will meet and negotiate over wages and benefits for up to thirty (30) calendar days. Thereafter, if agreement has not

reached, either party may submit the unsettled issues to the City Council, whose decision shall be final and binding.

**ARTICLE 30 - AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS  
ON BOTH PARTIES, REGARDLESS OF CHANGES IN MANAGEMENT,  
CONSOLIDATION, MERGER, TRANSFER, ANNEXATION AND LOCATION**

This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party hereto.

**ARTICLE 31 - SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remainder parts of portions of this Agreement shall remain in full force and effect.

**ARTICLE 32 - DURATION OF AGREEMENT AND NEGOTIATION GROUND RULES**

Upon final ratification by the Governing Body of the Employer, this Agreement shall become effective January 1, 2022 and shall remain in full force and effect through December 31, 2022; provided however, that wage scale movement (Appendix A) and merit matrix found in Appendix B will be open to renegotiation in 2022. Such negotiations will begin by January 15, 2022 unless both parties mutually agree to a later date.

For any year thereafter in which the contract expires, a timetable shall be established as follows:

- a. Proposed changes in contracts must be submitted, in writing, to the other party by January 15;
- b. The first negotiating session shall be held on later than February 15;
- c. If the parties have not agreed upon a contract before May 1, impasse shall be declared and mediation shall begin;
- d. If the parties have not agreed upon a contract before June 1, mediation shall cease and fact-finding shall begin;
- e. If the parties have not agreed upon a contract before July 1, the matter shall be submitted to the City Council for decision, regardless of whether the report of the fact-finder has been submitted. Such hearing shall take place as soon after July 1 as is compatible with the schedule of the City Council, but not later than August 1; and

- f. At any time during the process, if both parties agree, any remaining issues may be submitted directly to the City Council for a decision, which shall be final and binding upon the parties.

Adopted by the Governing Body of the City of Hutchinson, Kansas, this \_\_\_\_\_ day of December, 2021.

**CITY OF HUTCHINSON, KANSAS**

By: \_\_\_\_\_  
Steven Garza, Mayor

ATTEST:

\_\_\_\_\_  
Karen Weltmer  
City Clerk

**SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 513, AFL-CIO/HRCEC**

By: \_\_\_\_\_  
Megan Miller, Unit Chair

**SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 513, AFL-CIO**

By: \_\_\_\_\_  
Esau Freeman, Business Representative

**APPENDIX A - 2022  
BASE PAY RANGE**

	Q1		Q2		Q3		Q4	
<b>911 DISPATCHER</b>	<b>MIN.</b>				<b>M.P.</b>			<b>MAX.</b>
Hourly:	\$17.00	\$18.93	\$18.94	\$20.86	\$20.87	\$22.80	\$22.81	\$24.73
Bi-Weekly:	\$1,360	\$1,514	\$1,515	\$1,670	\$1,670	\$1,824	\$1,824	\$1,979
Annualized:	\$35,360	\$39,374	\$39,385	\$43,410	\$43,410	\$47,424	\$47,434	\$51,459

## APPENDIX - B

### Merit-Based Pay & Bonus Plan Administrative Procedures

The following outlines the procedure for determining the base pay increase or lump-sum bonus under the 2021 Merit-Based Pay and Bonus Plan.

#### **Performance Appraisal Timing and Rating Period**

Performance appraisals will be conducted on the employee's anniversary date. The employee's anniversary date is either their hire date, or their date of promotion, or date of demotion into their current job classification unless it is changed due to extended leave of absences. The performance rating period is defined as the twelve (12) months preceding the employee's anniversary date.

#### **Minimum Hours Worked Requirement and Anniversary Date Adjustment**

To have sufficient time to fairly evaluate job performance, an employee must have performed full duty (i.e., able to perform all essential job functions) for his/her job classification for a minimum of 1,744 hours during the twelve (12) month rating period. For the purposes of this procedure, any periods of paid or unpaid leave, or any periods performing light or modified duty, will not count as towards the minimum hours worked requirement.

If the employee has not met the 1,744 hours requirement by his/her anniversary date, the performance appraisal and eligibility for merit base pay increase or lump-sum bonus will be delayed until the 1,744 hours worked requirement has been met. The date on which the hours requirement has been met, rounded to the beginning of the closest pay period, will be established as the employee's new anniversary date (and beginning of a new twelve (12) month rating period).

#### **Performance Ratings & Merit Pay Determination**

During the 2022 payroll year, employee performance will be formally rated on or near their anniversary date for base pay increase or lump-sum bonus determination purposes. Provided that the basic eligibility requirements have been met, the employee's 2022 base pay increase or lump-sum bonus will be determined by the following merit pay matrix:

Overall Rating	Points	Range Position			
		Q1	Q2	Q3	Q4
Exceptional	(2.6 - 3.0)	5.50%	4.50%	4.50%	3.50%
Successful	(1.9 - 2.5)	4.25%	3.75%	3.25%	2.75%
Needs Improvement	(1.8 - 1.0)	0.00%	0.00%	0.00%	0.00%

An employee whose performance rating score does not warrant a base pay increase or lump-sum bonus may be placed on a performance improvement plan and will not be eligible for a merit pay or lump-sum bonus until his/her next anniversary date.

### **Performance Rating Appeals Procedure**

The City and the Union agree that the following procedure is the exclusive remedy for resolving any employee performance rating disputes:

1. During the performance review, the employee is encouraged to have a candid and open discussion with their supervisor regarding any significant disagreements with their performance rating. If the employee continues to disagree with his/her performance appraisal rating after discussing it with his/her supervisor, he/she may submit a formal, written appeal within seven (7) calendar days from the date of the performance review meeting. The formal appeal must be submitted to the division head in a written memo form. The formal appeal must also specifically state the parts of the appraisal with which the employee disagrees along with any supporting documentation.
2. Within seven (7) calendar days of receiving the employee's formal appeal, the division head will meet with the employee to discuss the appeal information provided by the employee and render a decision. The employee has seven (7) calendar days to continue his/her appeal to the Department Head if he/she continues to disagree with the rating.
3. The Department Head will have seven (7) calendar days to review the formal appeal and gather any additional information he/she needs to render a decision. The Department Head's decision is final.

The time limits above will be extended for any days in which management is absent from work due to illness, vacation or out-of-town travel.

### **Effective Date of Merit Pay Increases**

The merit base pay increase or lump-sum bonus are effective at the beginning of a pay period which is closest to the employee's merit review/ anniversary date.

### **Joint Performance Rating System Calibration Committee**

As part of the 2017 MOU negotiations, a joint labor-management committee was charged with the development of the new performance management system for all covered positions. This joint committee developed a set of core and job specific performance competencies that reflect the Department's values and form the basis of performance job expectations; and in January 2018, the new evaluation system was implemented.

The City and the Union agree that strong organizations are characterized by a fair and mutually accepted performance rating system. The City and the Union further agree that the performance rating system is necessarily a dynamic instrument, and that both parties are committed to discussing and addressing any modifications to performance rating system that may be warranted on an annual basis.