

**CITY CONTRACT NO. 2021 C 22**

**2022**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF HUTCHINSON, KANSAS**

**AND**

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

**January 1, 2022 through December 31, 2022**

## 2022 MEMORANDUM OF UNDERSTANDING - SEIU

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**2022**  
**MEMORANDUM OF UNDERSTANDING**

**PREAMBLE**

**THIS AGREEMENT** is entered into by and between the City of Hutchinson, hereinafter referred to as the EMPLOYER, the Service Employees' Union Local 513, AFL-CIO, hereinafter referred to as the UNION and all members of the Bargaining Unit as hereinafter defined. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment as defined in K.S.A. Supp. 75-4321 et. seq.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for all regular full-time employees and those regular part-time employees of the City of Hutchinson listed in Appendix A of this Agreement. Regular part-time employees so listed in Appendix A shall earn and receive benefits based on the number of hours worked.

In the event that any classification listed in the unit description in Appendix A is retitled, or in the event any additional classification is mutually agreed upon by the Employer and the Union as a classification to be represented by the Union, this Memorandum of Understanding shall be construed to include such retitled or additional classification in the unit description.

**ARTICLE 2 - DISCRIMINATION**

The Employer agrees not to discriminate against any employee for his or her activity on behalf of, or membership in, the Union; nor shall the Union discriminate against any member of the bargaining unit based upon nonmembership in the Union. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, religion, sex, color or national origin; nor shall either party discriminate against any employee because of physical handicap except for bona fide occupational requirements.

**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. to 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. to 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 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. to 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 - RULES AND REGULATIONS**

The Employer shall maintain in each department a copy of the most current City Personnel Policy Manual and Union Agreement and shall furnish a copy to each employee at the time of their employment. An additional copy of the Personnel Policy Manual shall be provided to the Union. The Employer shall update the Personnel Policy Manual as changes occur.

#### **ARTICLE 5 - PREVAILING RIGHTS**

Except as provided in Article 3 of this Agreement, all rights, privileges and working conditions enjoyed by the employees at the present time shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent.

It is understood that such list is not necessarily all inclusive and that disputes arising in relation to prevailing rights not listed herein or modified by other Articles of this Agreement, shall be subject to grievance procedures outlined in Article 3.

#### **ARTICLE 6 - PAYROLL DEDUCTION OF DUES**

The Employer agrees to deduct 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, unless a written report by the employee for cancellation is filed with the Human Resources Department thirty (30) days prior to the expiration date of the contract. The total amount of deductions shall be remitted monthly by the Employer to the Treasurer of the Union.

## **ARTICLE 7 – UNION REPRESENTATIVES & UNION 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 on a monthly basis. 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. 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 when these activities occur during the employee's normal work schedule:

- 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 one (1) designated union representative for up to two (2) hours per grievance.
- c. Up to five (5) representatives shall be allowed to attend "Meet and Confer" sessions with the Employer in order to negotiate a successor Agreement.
- d. City sanctioned Labor-Management Committee meetings.

All other union-related business and activities shall be conducted off-duty. Additionally, the employer shall not be liable for compensating Union representatives for any union business that occurs outside the employee's normal work schedule.

The Union may conduct business meetings after normal working hours in City facilities with prior permission of the Employer.

### **Section 3. Approval of Leave for Authorized Union Business**

Union representatives shall not absent themselves from duty without pre-approval from their supervisor. Such permission shall be granted at a time that is least disruptive to operations as determined by management but shall not be unreasonably withheld. Union representatives

shall also promptly inform their supervisor when they have returned to normal duties. Any union activities that are occur outside of the employee’s normal work schedule shall be without pay.

## **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 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 SEIU Local 513 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 – PROBATIONARY PERIOD**

New Hires - The probationary period for all new hires covered by this Agreement is typically six (6) months immediately following the employee's hire date. However, the probationary period will be automatically extended an equivalent amount that the employee is absent or unable to perform regular duty during this period. 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 make a determination on 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.

Promotions & Transfers – The probationary period for employees that are promoted or transferred into a job classification covered by this Agreement shall be six (6) months from the date of promotion. However, the probationary period will be automatically extended an equivalent amount of time that the employee is absent or unable to perform regular duty during this period. 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 make a determination on retention. During the probationary period, the department will conduct at least one (1) interim informal performance review with the employee if his/her performance is not meeting expectations. In the event that a newly promoted or transferred employee fails to successfully complete his/her probationary period, the Department

Director may choose to demote or transfer the employee back to his/her previously held rank and pay in lieu of termination. While in probationary status disciplinary action, including discharge, will be subject to the grievance procedure.

#### **ARTICLE 10 – 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 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 written notice of 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.

Union representation shall not be required when the circumstances warrant the immediate removal from the workplace. Such circumstances include an employee who is believed to present a threat of violence or harm to self or others; or is believed to have violated state and/or federal criminal law or other serious misconduct. Such removal from the workplace will be with pay while the matter is being investigated by the City.

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 11 – DISCIPLINE UNDER DOT AND 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 12 - SENIORITY (LENGTH OF SERVICE)**

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

Divisional/Departmental seniority shall be defined as the length of service with the City in a department or division, measured from the employee's date of assignment or transfer, other

than a temporary assignment, in a division or department, or the date of reassignment to a department or division by the City after a previous termination of seniority, as the case may be.

No employee may retain divisional/departmental seniority in more than one division or department. An employee assigned by job from one division or department to another, or who requests and is permitted by the City 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 divisions or departments in which employees will accrue seniority for the purposes of this Article are those divisions and departments with positions which are covered by this Agreement.

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

- a. an employee performs no work for the City for a period of one (1) year 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, promotion and transfer, but seniority shall not be the sole criteria considered in such matters (lay-off, promotion and transfer).

### **ARTICLE 13 - TRANSFERS AND PROMOTIONS**

Employees may be transferred or promoted to different positions. Should a transfer occur to another available position, regardless of whether the transfer is within the same department or division, and the transfer to an available position is due to job elimination or a reduction in force, the employee must accept the available position at the authorized pay rate.

Should it be determined by the Employer that an employee is unable to satisfactorily perform the required duties of the new position, if such occurs by reason of promotion or transfer (not including transfers resulting from reduction in force or job elimination), he/she may be removed from such new position and returned to their former position or such other action taken as deemed appropriate by the Employer. An employee holding the transferred or promoted employee's former position may be transferred to their former position, or may be terminated if no position is available for reverse transfer.

Employees described in this section shall be eligible for Personal Holidays and to use accumulated sick leave benefits.

## **ARTICLE 14 - VACANCIES - PERSONNEL REDUCTION**

### **Section 1. Vacancies**

When a vacancy occurs in any position covered by this Agreement, such position may be filled as soon as possible or as required, as determined by the Employer, after official severance of the incumbent employee. All vacancies or position changes shall be posted organizational-wide for a period of five (5) days, exclusive of Saturdays, Sundays, and holidays, before being opened to applicants not currently employed by the City. Current qualified employees may be given preference over outside applicants to fill the vacant position. Seasonal and temporary employees of the City may apply when posting is open to the public.

When a vacancy in a position covered by this Agreement is not filled within thirty (30) days, the Employer shall, upon written request from the Union, furnish a written explanation of the circumstances of the delay in filling such position.

This Article shall apply only to those positions which are covered by this Agreement as set forth in Appendix A.

### **Section 2. Personnel Reduction**

When it becomes necessary to reduce the number of employees in any given department or division, the following factors will be considered by the Employer:

- a. The importance, as determined by the Employer, of the positions affected.
- b. The work performance record and job skills of each employee, as evaluated by the Employer.
- c. The length of each employee's service with the Employer in the department or division on which the reduction is to be made.

## **ARTICLE 15 - OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

a. It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the various departments in order to eliminate as much as possible, accidents, death, injuries and illness in the City's service. Protective devices, wearing apparel and other equipment deemed necessary by the Employer to properly protect employees shall be provided by the Employer. The Union may recommend changes or additions to protective equipment, protective apparel or devices for the elimination of hazards, 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.

b. For the purpose of conducting a monthly safety inspection, a Premise Survey Form shall be provided by the Employer. Said form shall be completed by a different department member in each department on a monthly basis and attached to the departmental safety meeting report.

c. The Union shall appoint one (1) member from the bargaining unit to the Employer's Executive Safety Committee annually. The Union shall provide written notice of such appointments to the City Safety Director.

## **ARTICLE 16 - WORK SCHEDULE AND HOURS**

### **Section 1. Hours**

The normal work week of the employees represented by the Union shall be forty (40) hours.

### **Section 2. Posting of Work Schedule**

Normal work schedules, showing the employees' shifts, work days and hours, shall be posted on appropriate departmental bulletin boards and other commonly used means of communication with employees.

### **Section 3. Changes to Regular Work Schedule**

The Employer shall make changes in the posted 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 4. 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, the Employer may release or partially release the employee from scheduled work with the employee's consent.

## **ARTICLE 17 – EMPLOYEE REST BREAKS & MEAL PERIOD**

### **Section 1. Rest Breaks**

Employees are permitted to take one (1) fifteen (15) minute rest break with pay during each four (4) or five (5) hour segment of their shift. To minimize the impact on operations, rest

breaks may be scheduled by management and employees shall take rest breaks in the designated areas provided by management whenever possible.

Employees assigned to temporary field work site will be expected to remain at the work site during rest breaks unless released by their supervisor. If released, the fifteen (15) minute break limit shall include all travel time to and from the job site. Use of a City-provided vehicle during a rest break is permitted only when an employee is assigned to a temporary field work site. Travel to the break site must be near the work site and within the city limits of Hutchinson.

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 2. Meal Period**

Unless exempted by the City Manager, employees whose scheduled shift is more than five (5) hours continuous hours may have a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes, as determined by the Employer. Provided that the employee is relieved from duty, the meal period is unpaid and includes all travel time to and from the meal period site (if applicable).

Use of a City-provided vehicle during a meal period is permitted only when an employee is assigned to a temporary or field work site. Travel to and from the meal site must be by the most direct route, within reasonable proximity to the work site, and within the city limits of Hutchinson.

## **ARTICLE 18 – BASE PAY RATES & ADMINISTRATION**

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

a. Base Pay Rates - Employees will be paid a base rate of pay in accordance with the wage schedule found in Appendix B. Employees that are below the minimum pay rate for their assigned job classification will be brought up to the minimum pay rate at the beginning of the payroll year(s) covered by this Agreement.

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

## **ARTICLE 19 - 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.

Based on the needs of the department, 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 20 - AFTER HOURS DUTY REQUIREMENTS & PAY**

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

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.

Additionally, due to the unpredictable natural disasters and other emergencies, those employees that occupy the job classifications listed in Appendix E are required to be able to return to the worksite within thirty (30) minutes after receiving an after-hours call to return to duty.

Employees who are assigned to the following additional duties shall be subject to discipline if requirements are not met.

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

All employees 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. Standby Duty & Pay**

Employees placed on Standby Duty by City management must be able to be easily contacted by phone, text or other similar means and are required to report to duty within thirty (30) minutes if contacted by City management. While placed on Standby Duty, the Employee is free to conduct personal business and engage in normal off-duty activities but shall not engage in any activities that would prevent them from making responsible decisions, performing their required duties, and/or responding to a call for service within the prescribed time frame.

Employees placed on standby duty shall be paid \$1 per hour until relieved from standby duty or called back to duty. If called back to duty, the employee will be paid for all actual hours worked at his/her regular hourly rate of pay.

#### **Section 4. On-Call Duty & Pay**

Employees assigned to on-call duty are required to always keep the City designated cell phone or other similar communication device in their possession, promptly answer all calls for service, and return to duty no later than thirty (30) minutes after receiving a call for service. While assigned to On-Call duty, the Employee is free to conduct personal business and engage in normal off-duty activities but shall not engage in any activities that would prevent them from making responsible decisions, performing their required duties, and/or responding to a call for service within the prescribed time frame.

Employees assigned to On-Call duty shall be paid a flat rate of Ten Dollars and Fifty Cents (\$10.50) per full weekday and Eighteen Dollars and Fifty Cents (\$18.50) for each full weekend day or designated City holiday.

#### **Section 5. Call-Back Duty & Pay**

General – 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.

Regular Call-Back - A call-back is defined as an unscheduled official assignment of work that occurs after 5:00 p.m. during weekdays and more two (2) hours before the start of the employee's regular shift. Regular call-back pay shall be paid 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. Calls for service which occur at or before 5:00 p.m. or two (2) hours before the beginning of the employee's shift shall be compensated at the employee's regular hourly rate of pay with a guaranteed minimum of one (1) hour.

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 all incoming work assignment(s) and returned home. Additional calls for service received within the two (2) hour minimum or while the employee is actively working shall be treated as one (1) continuous call back.

Holiday Call-Back - Holiday call-back is applicable when the employee performs unscheduled work on the actual day of the city designated holiday rather than when city offices are closed in observance of the holiday. Holiday 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 four (4) hour minimum. Calls for service which occur within two (2) hours of the

employee's beginning or end of shift shall be compensated at the employee's regular hourly rate of pay with a guaranteed minimum of two (2) hours.

For timekeeping purposes, a holiday call-back shall begin when the employee is notified to return to work and shall end whenever the employee has completed all incoming work assignment(s) and returned home. Additional calls for service received within the four (4) hour minimum or while the employee is actively working shall be treated as one (1) continuous call-back.

#### **Section 6. Remote Call Back Duty & Pay**

A remote call-back is defined as an unscheduled official assignment which does not involve physically returning to the work site but requires the employee to remotely access, analyze, and manipulate computerized alarm and control systems.

Remote 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 the remote call-back, with a one-half (1/2) hour minimum. Additional alerts which occur within the one-half (1/2) hour minimum will or while the employee is actively working shall be treated as one (1) continuous remote call back.

Employees that are assigned scheduled/planned remote monitoring duties will receive the greater of the either ½ hour or the actual hours worked. Such time will be paid at the employee's regular rate of pay.

### **ARTICLE 21 - WORKING OUT OF CLASSIFICATION**

Working-Out-of-Classification (WOC) pay is provided as monetary recognition to an employee that temporarily assumes the full range and scope of duties and responsibilities of a higher bargaining unit job classification for at least five (5) continuous calendar days.

WOC pay shall not apply to temporary assignments which are made pursuant to prior mutual agreement between the employee and his or her immediate supervisor for the purpose of providing training opportunities to the employee, or during any periods when the employee is on any form of paid leave (e.g., vacation, holidays, sick leave, etc.).

Working-Out-of-Classification pay shall be equal to five percent (5%) of the employee's current regular hourly rate of pay or at the minimum rate of pay for the classification to which he or she is assigned, whichever is the greater; provided, that an employee's base pay rate while working out of classification does not exceed the maximum rate of pay for the higher classification.

During the WOC assignment the employee's anniversary date will remain unchanged, and at the end of the WOC assignment, the employee's pay rate will be reverted back to the level it would have normally attained prior to the WOC assignment.

All management requests for WOC pay must be submitted to the Director of Human Resources and approved by the City Manager prior to the assumption of higher classification responsibilities.

#### **ARTICLE 22 - LONGEVITY PAY**

Longevity pay will be frozen at the rate that the employee is receiving at the end of the 2016 payroll year-end (12/24/2016), and all future progression to higher tiers of longevity pay will be discontinued. Employees that are not eligible for longevity pay by the end of the 2016 payroll year (12/24/2016) will not receive longevity pay in future years.

#### **ARTICLE 23 – SEVERANCE PAY**

After a period of one (1) year of continuous service with the City, employees shall receive a two (2) week written notice or two (2) weeks pay in lieu of such written notice in all instances of involuntary termination because of reduction in work force, or elimination of job.

#### **ARTICLE 24 - VACATION LEAVE**

##### **Basic Eligibility.**

To be eligible to accrue vacation leave benefits, bargaining unit employees must be in a regular position that is scheduled to work at least twenty hours per week on an on-going basis. Regular part-time employees who regularly work a minimum of 20 hours per week will earn vacation leave on a prorated basis. Employees working less than 20 hours per week as well as temporary/ seasonal employees are not eligible to earn vacation leave benefits. Seasonal or temporary employees who later convert to regular employment status without a break in service will be given vacation leave benefits from their original date of hire.

New employees begin accruing vacation leave benefits from their hire date, however, vacation leave benefits may not be used until the employee satisfactorily completes his/her probationary period (see Article 23 Probationary Period). Accrued vacation leave benefits are not payable should the new employee terminate employment before satisfactorily completing the probationary period.

Seasonal or variable hour employees who later convert to regular employment status without a break in service will be given vacation leave accruals retroactively from their original date of hire, not to exceed 40 hours.

**Method of Accrual & Administration.**

Vacation leave is earned each bi-weekly pay period and is accrued based on the employee’s regular schedule and continuous length of service. For the purposes of this article, a full-time employee is defined as a person who is regularly scheduled to work 40 hour a week (2,080 per year), excluding overtime. Employees must be in active pay status for the full pay period to receive the accrual. Employees on an 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:

<b>Years of Service</b>	<b>Accrual Rate per Pay Period</b>	<b>Annualized Accrual</b>	<b>Max. Carry-Over Cap</b>
0 to 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 pay period it was earned. Movement to a higher accrual rate becomes effective the first of the pay period in which 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.

**Vacation Leave Administration/ Usage Rules.**

Scheduling of vacation leave is approved by the employee’s supervisor according to the policies established by the department director. 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. Employees with greater department/ division seniority may bump junior employees for specific vacation dates provided that the vacation leave request is submitted to their supervisor more than sixty (60) days from the junior employee’s vacation start date.

Vacation may be taken in increments as low as one hour. Employees may not borrow against their vacation leave banks; therefore, no advance leave will be granted unless approved by the Department Head and the City Manager.

When vacation leave is used, the employee is required to use the amount of vacation leave hours to cover his/her regularly scheduled workday. For example, if an employee works a six-hour day, he/she would be required to use six hours of vacation.

Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day. When a City designated holiday falls during a scheduled vacation, it is not counted as a vacation day.

When an employee is out on leave that is protected by the Family Medical Leave Act (FMLA), he/ she will continue accruing vacation leave as long as they remain in active pay status for the full pay period. During any periods of unpaid FMLA leave, the employee will not accrue vacation paid leave until they return to active pay status.

**Payment Upon Separation.**

In the event of voluntary or involuntary termination, earned and unused vacation leave benefits will be paid at the employee's regular rate of pay provided that he/she has satisfactorily completed the 6-month trial period.

**ARTICLE 25 - CITY DESIGNATED HOLIDAYS**

**Section 1. City Designated Holidays.**

The City recognizes and observes the following holidays for all bargaining unit employees:

New Year's Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas	December 25th

When a designated holiday falls on Saturday, the holiday will normally be observed on the preceding Friday. When one of the above holidays falls on Sunday, the holiday will normally be recognized on the following Monday.

**Section 2. Traditional Work Schedules**

Full time employees assigned to a traditional shift schedule (e.g., 8-hour shift/ M-F) will received eight (8) hours of holiday pay for each City designated holiday listed above.

**Section 3. Non-Traditional Work Schedules**

Full-time employees assigned to non-traditional shift schedules will receive either eight (8) hours of holiday leave on the day of the City designated or equivalent time off to be used at a time determined by management.

**Section 4. Proration**

Regular part-time employees who regularly work a minimum of 20 hours per week will be granted designated holiday leave on a prorated basis. Employees working less than 20 hours per week are not eligible to receive designated holiday leave.

**Section 5. Pay**

City designated holiday leave will be paid at the employee’s regular hourly rate and is not included as hours worked for overtime pay purposes.

**Section 6. Loss of Eligibility for City Designated Holiday Pay**

Employees who are in unpaid leave status at the time of the City designated holiday will not be eligible to receive pay for the designated City holiday.

**ARTICLE 26 – FLOATING HOLIDAY LEAVE**

**Section 1. Regular Status Employees**

Regular full-time employees are granted twenty-four (24) hours of floating holiday leave at the beginning of each calendar year. Regular part-time employees who regularly work a minimum of twenty (20) hours per week will be granted floating holiday leave on a prorated basis. Employees working less than twenty (20) hours per week are not eligible to receive floating holiday leave.

**Section 2. Probationary Employees**

Based on the following schedule, newly hired probationary employees will be granted floating holiday leave based on the timing of their start date:

January – May	24 Hours
June – September	16 Hours
October – November	8 Hours

**Section 3. Use and Approval**

Use of floating holiday leave is subject to the rules established by each operational unit and are subject to supervisor approval.

Floating holiday leave must be taken within the same calendar year they were granted, and any unused floating holiday leave hours will be forfeited after December 31<sup>st</sup>.

**Section 4. Pay**

Floating holiday leave is paid at the employee’s regular hourly rate and is not included as hours worked for overtime pay purposes.

**Section 5. Termination Payout Provisions**

Unused floating holiday leave will be forfeited upon termination of employment (voluntary or involuntary) unless the employee’s separation is due to death or qualified KPERS retirement.

**ARTICLE 27 - SICK LEAVE**

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.

**Basic Eligibility & Administration**

To be eligible for sick leave benefits, bargaining unit employees must be in a regular position that is scheduled to work at least twenty (20) hours per week on an on-going basis. Regular part-time employees who regularly work a minimum of thirty (30) hours per week will earn sick leave on a prorated basis. Employees working less than thirty (30) hours per week as well as temporary/ seasonal employees are not eligible to earn sick leave benefits.

Sick leave is accrued based on the employee’s regular schedule and is earned on a per pay period basis. For the purposes of this policy, a full-time employee is defined as a person who is regularly scheduled forty (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 for the period. 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 on an unpaid leave of absence will cease to accrue sick leave until they return to active pay status.

## **Accrual Rate**

Regular full-time employees earn sick leave benefits at a rate of 3.6923 hours for each full pay period worked (96 hours per year). Sick leave is accrued on a per pay period basis, and is based on the employee's regular schedule. Full-time employee accruals are based on 2,080 hours per year, excluding overtime.

## **Acceptable Uses and Limitations**

In addition to the employee's personal injury or illness, sick leave benefits may also be used for the following:

Routine Medical Care/ Wellness – Employees may use sick leave to cover absences due to medical, dental or optical examinations and treatments. When possible, employees are expected to schedule planned medical appointments in a manner that minimizes disruption of workflow.

Care for Eligible Family Members – 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 step-children) or parent. An adult child may also be covered under this provision if they have a pre-existing/ long-term condition that makes them incapable of self-care.

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

While on personal sick leave, employees shall not perform any activities, including other employment, self-employment, sports, hobbies, etc., which may impede recovery from the injury/illness. Managers will monitor employee sick leave usage for appropriate usage and patterns of abuse. Abuse of paid sick leave will result in denial of benefits and/or disciplinary action up to and including termination of employment.

## **Absence Notification Requirements**

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 department head within thirty (30) minutes of the start of the workday. If an employee is too ill to place the call, a relative or other responsible individual can place the call. Absence without notice is grounds for termination.

Immediately upon return to work, employees are expected to submit documentation of sick leave taken, on forms provided by the City. Failure to do so within two (2) consecutive working days of the employee's return to work may result in the non-payment of sick leave benefits.

### **Medical Certification**

Employees may 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 protection. Employees are responsible for keeping medical documentation current and notifying their supervisors of their work status. Acceptable medical documentation should be on the physician's official letterhead and include the following:

- Patient's name
- Dates of disability
- Statement that employee is unable to perform job duties (if applicable)
- Anticipated or actual return to work date
- Physician's original signature

A medical release prior to returning to work may also be required by management. Depending upon the nature of the illness/injury, the length of disability, and the nature of the position, Human Resources may require an employee to be examined by a physician of its choosing prior to return to work. Modified duty assignments are not guaranteed and must be pre-approved by the employee's department director and the Human Resource Department.

### **Wellness Day**

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 duty assignment during the same period, shall be awarded an eight (8) hour 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 his/her Supervisor 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 forty-five (45) days after the end of the qualifying rolling 12 - month period. When confirmed by HR, the employee will be credited to a separate wellness day bank at the beginning of the next calendar year. All wellness day hours are subject to the use and administration rules outlined in the Vacation Leave provisions of this contract.

## **ARTICLE 28 - UNUSED SICK LEAVE PAYOUT**

Employees Hired Before July 1, 1993. After a period of five (5) continuous years of service, employees shall be compensated at their regular rate of pay for any unused accumulation of sick

leave up to a maximum of four hundred eighty (480) hours when they are permanently separated from the Employer's employment by reason of retirement, early retirement caused by disability, or death. Five (5) years of continuous service shall mean the five (5) years immediately preceding the date of separation.

Employees Hired After June 30, 1993. 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 29 – 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. 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 30 – 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; or
- Whenever a personal health condition (e.g., condition unrelated to the occupational illness or injury) causes delay in treatment or impedes the normal recovery from the occupational illness or injury.

C. Eligibility for Injury leave pay shall be limited to one hundred eighty (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 it 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 31 – MILITARY LEAVE**

A leave of absence with partial pay, designated as Military Leave, may be granted employees who are 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 (fourteen calendar days). Any additional time off shall be without pay.

An employee granted military leave shall be paid an amount equal to the difference between the employee's normal pay and the amount paid to the employee by the reserve organization of which he or she is a member. If the pay received from the reserve organization exceeds the employee's normal regular pay from the City, the employee shall not be eligible for any pay from the City for the period of the leave.

An employee may request use of accrued vacation leave in lieu of military leave, and if such is granted, the employee will receive his or her regular pay for the vacation leave, but will not be eligible for any additional City benefit for the period of the military training. The use of vacation leave shall not conflict with any other article herein related to vacation leave and/or vacation scheduling as determined by the Employer.

Upon return from military leave, employees shall provide the Department of Human Resources with a copy of the pay voucher received from the military reserve unit for the period of the military training so the City may determine its financial obligation resulting from the military leave.

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 annual 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.

Approval of all requested leaves of absence whether with 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 32 - JURY DUTY**

Recognizing that it is the civic duty of all City employees to serve on a jury if called, the Employer will grant to all employees covered by the terms of this Agreement a leave of absence with partial pay, designated as Civil Leave, to those employees who must be absent from their work to serve on a jury, when the employee requests such leave and attaches a copy of the order requiring such duty to the leave request. Employees required to serve on a jury and requesting Civil Leave for such purpose shall be paid an amount equal to the difference between their normal regular earnings and that amount paid to them for jury services. Upon completion of assigned jury duty, employees shall present to the Personnel Department statements as to the total amount received for their jury duty services.

### **ARTICLE 33 - LEAVE WITHOUT PAY/ABSENCE WITHOUT LEAVE**

#### **Section 1. Authorized Leave of Absence without Pay**

Employees may be granted leaves of absence without pay as described in the following when approved by the City Manager.

a. Medical leave without pay. Employees on sick leave who have exhausted all available paid leave benefits may be granted an unpaid medical leave of absence not to exceed thirty (30) calendar days when approved by the City Manager. This period of leave may, however, be extended at the discretion of the City Manager.

b. Non-medical Leave of absence without pay. When recommended by the department or division head and approved by the City Manager, employees may be granted leaves of absence without pay not to exceed thirty (30) calendar days. This period of leave may, however, be extended by the City Manager on the recommendation of the department or

division head. Leaves of absences without pay will not normally be granted until all of an employee's accumulated vacation leave and floating holiday leave have been exhausted. Leaves of absence without pay will only be granted for bona fide emergency or extreme hardship situations.

c. Requests for an unpaid leave of absence shall be submitted in writing to the department or division head and the Director of Human Resources. Such requests must clearly state the reason(s) for the request, the starting date of the requested leave, and the date the employee will return to work. Employees failing to report to work upon the first regularly scheduled working day following the terminating date of the leave of absence shall be considered to have voluntarily terminated their employment.

**Section 2. Absence without Leave**

a. Employees shall notify their direct supervisor, department or division head no later than fifteen (15) minutes following their regularly scheduled reporting time when they are unable to work as scheduled (for any reason) or it shall be determined that they are absent without leave and not eligible for compensation for any of the time they are absent from their work.

b. Employees shall be considered as absent without leave any time they fail to report to work as scheduled or leave their job without prior approval from their department or division head.

c. Employees who are absent without leave for a period of three (3) or more consecutive working days may be considered as having resigned from their position with the Employer.

**ARTICLE 34 - 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 those participating in the City program in 2017, 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.

For regular part-time employees that are eligible to participate in the City's plan, the employer contribution will be prorated based on hours worked. The City agrees to "grandfather" the current regular part-time employees' benefit on the employer contribution for both family and single coverage to the same level that is provided for full-time employees; provided, however, that employees hired or scheduled into regular part-time hours after 12/31/08 will receive the employer contribution that is prorated based on the part-time work schedule.

Further, the employer contribution toward the monthly premium shall be the highest employer contribution negotiated with any other bargaining group for 2017.

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 35 – UNIFORMS & ALLOWANCES**

### **Section 1. General**

It is understood by both parties that uniform wearing apparel, including but not limited to, footwear safety specifications shall be determined solely by the Employer. Failure to comply with uniform and safety standards shall be proper cause for disciplinary action against the employee up to and including termination of employment.

### **Section 2. City Issued Uniforms**

Those employees in job classes identified in Appendix F, will be provided City-issued uniforms to enhance safety, identify to the public that the employee is a City worker, and present a positive image to the public. Employees shall wear uniforms in an acceptable manner at all times.

Uniform apparel issued by the City, shall remain the property of the City, and may not be worn off duty. Replacement costs will be deducted from employee pay in the event the employee damages or destroys City-issued uniform apparel through negligence or abuse.

All City-issued uniform wearing apparel shall be returned to the City upon the employee's termination of employment; failure to do so will result in deducting the replacement costs from the employee's final pay or other means. Footwear and other non-uniform items are excluded from this requirement.

### **Section 3. Wearing Apparel Allowance**

To ensure timely compliance with wearing apparel safety standards established by the City, probationary employees in job classifications listed in *Appendix F – Job Classes for Uniform Wearing Apparel & Allowances* will be granted the taxable wearing apparel allowance of \$175 on the first paycheck that is administratively feasible following date of hire. In the event the event employment is terminated during the probationary period (usually 6 months), regardless of reason, the \$175 allowance will be deducted from the employee’s final pay.

Regular employees in job classifications listed in *Appendix E* will receive a taxable allowance of \$175 each fiscal year for work-related safety apparel (boots, coveralls, etc.). Apparel expenses above the allowance amount is the responsibility of the bargaining unit member. Additional reimbursement for uniform apparel may be granted on a case-by-case basis subject to Department Head approval.

Any employee that terminates employment within sixty (60) calendar days of receiving the allowance will be required to reimburse the City through payroll deduction or other means.

### **Section 4. Tool Allowance**

Newly hired employees in Fleet Mechanic job classifications will be granted a taxable tool allowance of \$260 on the first paycheck that is administratively feasible following date of hire. In the event the event employment is terminated during the probationary period (usually 6 months), regardless of reason, the \$175 allowance will be deducted from the employee’s final pay.

Regular employees in Fleet Mechanic job classifications will receive a taxable allowance of \$260 each fiscal year. Any employee that terminates employment within sixty (60) calendar days of receiving the tool allowance will be required to reimburse the City through payroll deduction or other means.

## **ARTICLE 36 - TORT LIABILITY PROTECTION**

The employees shall be entitled to all of the rights and protections of, and be subject to all of the duties imposed pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101 and following, with respect to claims made against them, individually or collectively, and arising out of their performance of duties on behalf of the Employer. The Employer may in its discretion purchase commercial liability insurance against such claims or may elect to self insure against them.

## **ARTICLE 37 – 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 38 - EFFECTIVE DATE OF CHANGES**

All newly negotiated matters shall become effective January 1, 2020 unless an earlier or later effective date is mutually agreed upon by the Union and the Employer.

## **ARTICLE 39 - APPENDICES AND AMENDMENTS**

Appendices and amendments to this Agreement shall be numbered or lettered and shall be as much a part of this Agreement as if fully set forth herein.

**ARTICLE 40 - AGREEMENT BINDING ON SUCCESSORS  
AND ASSIGNS OF BOTH PARTIES REGARDLESS  
OF CHANGES IN MANAGEMENT, CONSOLIDATION,  
MERGER, TRANSFERS, 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.

Before a final decision is made to sell, lease, transfer or assign a function or subcontract a service of the Employer, the Union shall have the right to meet with the City Manager to discuss the proposed action. The Union will be provided with all the documentation provided to the City Council with regard to the feasibility of such an assignment or subcontract, and will have the opportunity to appear before the City Council prior to any decision being made. Nothing in this clause shall prevent the City from temporarily subcontracting City services in the event of an emergency.

**ARTICLE 41 - 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 42 - DURATION OF AGREEMENT**

Upon final ratification by the Governing Body of the Employer and the membership of the Union, this Agreement shall become effective January 1, 2022, and shall remain in full force and effect until December 31, 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 no 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 \_\_\_\_\_, 2022.

**CITY OF HUTCHINSON, KANSAS**

By: \_\_\_\_\_  
 Jade Piros de Carvalho, Mayor

ATTEST:

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

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

By: \_\_\_\_\_  
 Gregg DeGarmo, President

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

## APPENDIX A – UNIT DESCRIPTION

### Engineering

CADD TECHNICIAN  
ENG. TECH. - DESIGN & CONST.

### Finance

ACCOUNT CLERK  
UTILITY SERVICE CLERK  
WATER SERVICE TECHNICIAN

### Law

MUNICIPAL COURT CLERK

### Parks & Facilities

CONST. & MAINT. FOREMAN  
CONSTRUCTION TECH.  
FACILITY WORKER  
FORESTRY TECHNICIAN  
GOLF SHOP ASSIST.  
HORTICULTURE TECHNICIAN  
IRRIGATION MAINT. TECH  
JANITOR  
MAINT. WORKER - H & F  
MAINTENANCE TECH - Airport  
MAINTENANCE TECH -  
Mechanical  
PEST CONTROL SPECIALIST  
SR. PARK SPECIALIST  
TURF MAINTENANCE SPECIALIST  
ZOOKEEPER

### Police Department

ANIMAL CONTROL OFFICER  
ANIMAL SHELTER TECHNICIAN  
POLICE RECORDS TECHNICIAN

### Public Works

CREW LEADER - PUBLIC WORKS  
EMERGENCY VEHICLE TECH.  
ENGINEERING SYSTEMS TECH.  
EQUIPMENT OPERATOR  
FLEET MECHANIC, MASTER  
FLEET MECHANIC, SR.  
HEAVY EQUIPMENT OPERATOR  
LAB TECHNICIAN  
LEAD FLEET MECHANIC  
MAINT. WORKER - Street  
SEWER MAINT. WORKER  
SEWER MAINT. WORKER, LEAD  
TRAFFIC SIGNAL TECHNICIAN  
WATER MAINT. WORKER  
WATER MAINT. WORKER, LEAD  
WATER SERVICE TECHNICIAN  
WATER TREAT. OPERATOR  
  
WATER TREAT. OPERATOR, LEAD  
WWTP OPERATOR  
WWTP OPERATOR, LEAD

**APPENDIX B – 2022 PAY RANGES**

		PAY RANGE							
<b>GRADE 1</b>	<b>Q1</b>		<b>Q2</b>		<b>Q3</b>		<b>Q4</b>		
	\$13.41	\$15.08	\$15.09	\$16.77	\$16.78	\$18.45	\$18.46	\$20.15	
ADMIN. SECRETARY		MAINT. WORKER - P&F							
FACILITY WORKER		MAINT. WORKER - Street							
GOLF SHOP ASSIST.		SECRETARY							
JANITOR		UTILITY SERVICE CLERK							
<b>GRADE 2</b>	<b>Q1</b>		<b>Q2</b>		<b>Q3</b>		<b>Q4</b>		
	\$14.77	\$16.61	\$16.62	\$18.45	\$18.47	\$20.30	\$20.31	\$22.16	
ACCOUNT CLERK		MAINTENANCE TECH - Airport		UTILITY LOCATE TECHNICIAN					
ADMINISTRATIVE ASSISTANT		MUNICIPAL COURT CLERK		WATER SERVICE TECHNICIAN					
EQUIPMENT OPERATOR		PEST CONTROL SPECIALIST		ZOO KEEPER					
HORTICULTURE TECHNICIAN		POLICE RECORDS TECHNICIAN							
<b>GRADE 3</b>	<b>Q1</b>		<b>Q2</b>		<b>Q3</b>		<b>Q4</b>		
	\$16.26	\$18.28	\$18.29	\$20.31	\$20.32	\$22.34	\$22.35	\$24.39	
ADMINISTRATIVE STAFF AIDE		FLEET MECHANIC, SR.		SEWER MAINT. WORKER					
ANIMAL CONTROL OFFICER		FORESTRY TECHNICIAN		TURF MAINTENANCE SPECIALIST					
ANIMAL SHELTER TECHNICIAN		HEAVY EQUIPMENT OPERATOR		WATER MAINT. WORKER					
CONSTRUCTION TECH. II		IRRIGATION MAINT. TECH		WATER TREAT. OPERATOR					
EDUC. & VOL. COORDINATOR		LAB TECHNICIAN		WWTP OPERATOR					
EVIDENCE & PROPERTY CUSTODIAN		MAINTENANCE TECH - Mechanical							
<b>GRADE 4</b>	<b>Q1</b>		<b>Q2</b>		<b>Q3</b>		<b>Q4</b>		
	\$17.89	\$20.11	\$20.13	\$22.36	\$22.37	\$24.59	\$24.60	\$26.83	
CADD TECHNICIAN		SEWER MAINT. WORKER, LEAD		WATER TREAT. OPERATOR, LEAD					
CONST. ENGINEERING TECH.		SR. PARK SPECIALIST		WWTP OPERATOR, LEAD					
CONST. & MAINT. FOREMAN		TRAFFIC SIGNAL TECHNICIAN		ZOO CURATOR					
CREW LEADER - PUBLIC WORKS		WATER MAINT. WORKER, LEAD							
<b>GRADE 5</b>	<b>Q1</b>		<b>Q2</b>		<b>Q3</b>		<b>Q4</b>		
	\$19.69	\$22.13	\$22.15	\$24.60	\$24.61	\$27.06	\$27.07	\$29.53	
EMERGENCY VEHICLE TECH.									
LEAD FLEET MECHANIC									

## **APPENDIX C - 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.

When mid-rating period job changes occur, these procedures will apply:

- **Promotions** – Provided it has been a minimum of six (6) months since the last formal performance appraisal, the employee being promoted into a higher job classification will receive a mid-year performance appraisal rating at the time of the promotion. This performance appraisal rating will be used to determine the pro-rated merit increase which will be applied prior to the 5% promotional increase in base pay that is received at the time of the promotion.
- **Lateral Job Changes** – An employee that experience a lateral job change (i.e., is neither a promotion or demotion, and does not affect the employee's anniversary date) will receive a mid-year formal performance rating at the time of the change, provided he/she was in the prior job assignment for a minimum of three (3) months. The performance ratings from the employee's job assignments will be weighted proportionally based on the duration in each job assignment during the rating period to determine an overall weighted average score.
- **Demotions** – An employee that has been demoted to a lower job classification with a corresponding decrease in base pay will not be eligible for a merit base pay or lump-sum bonus until they have completed a full 12 months in the lower job classification.

### **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 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 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 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 overall performance rating score is “Needs Improvement” 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 fourteen (14) 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 fourteen (14) 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 fourteen (14) 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.

## **APPENDIX D - TRAINING PROGRAM**

The City and SEIU will use their best efforts to promote and encourage safe and competent operation of equipment among all employees. Tailored training programs will be established in each department/division to establish and document employee training and competencies by each piece of equipment (e.g. check list, manuals, etc.). The supervisor, trainer, and trainee need to all agree that the trainee is qualified and competent to operate the piece of equipment. Once an employee is trained, if applicable, they will have a refresher course on a particular piece of equipment on an “as needed” basis. The department/division will maintain a list of trained employees which will be made available to the SEIU upon request.

## **APPENDIX E – JOB CLASSIFICATIONS WITH RESPONSE TIME REQUIREMENTS**

Pursuant to Article 9, the following job classifications are required to be able to respond within thirty (30) minutes of being called by management:

- Water Maintenance Worker
- Water Maintenance Worker, Lead
- Sewer Maintenance Worker
- Sewer Maintenance Worker, Lead
- Water Treatment Operator
- Water Treatment Operator, Lead
- WWTP Operator
- WWTP Operator, Lead
- Engineering Systems Tech.
- Traffic Signal Tech.
- Maintenance Worker – Street
- Equipment Operator
- Heavy Equipment Operator
- Crew Leader – Public Works
- Emergency Vehicle Tech
- Fleet Mechanic, Master
- Fleet Mechanic, SR.
- Lead Fleet Mechanic

## APPENDIX F - WEARING APPAREL ALLOWANCE

### Engineering

Engin. Tech - Design & Const.

### Finance/ Utility Billing

Water Service Tech.

### Street

Crew Leader

Maintenance Worker

Equipment Operator

Heavy Equipment Operator

Traffic Signal Technician

### Central Garage

Fleet Mechanic, Lead

Emerg. Vehicle Tech.

Fleet Mechanic, Master

Auto Mechanic, Senior

### Water & Sewer

Sewer Maint Worker Lead

Sewer Maintenance Worker

Utility Locate Technician

Water Main Worker, Lead

Water Maintenance Worker

### Water Treat. & Prod.

Water Treat. Operator

Water Treat. Operator, Lead

### WWTP

WWTP Operator

Lab Tech

### Golf Operations

Mechanical Maint. Tech

Turf Maint. Specialist

### Hort. & Forestry

Forestry Tech.

Irrigation Maint. Tech.

Maintenance Worker

Pest Control Specialist

Horticultural Technician

Turf Maint. Specialist

### Park Operations

Park Specialist, Senior

Construction Tech.

Mechanical Maint Tech

Irrigation Maint. Tech.

Airport Maint Tech

### Zoo

Zookeeper