

CITY CONTRACT NO. 2018C103

2019

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF HUTCHINSON, KANSAS

AND

SERVICE EMPLOYEES' INTERNATIONAL
UNION LOCAL 513, AFL-CIO

January 1, 2019 through December 31, 2019

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**2019
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 - 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 3 - UNION BUSINESS

The Union may conduct business meetings after normal working hours in City facilities with prior permission of the Employer. Five (5) members of the negotiating team of the Union shall be allowed time off without loss of pay or requirements to make up time for all meetings which shall be mutually set by the Employer and the Union.

The City will provide the names, addresses and departments of any new employee in the bargaining unit to the Union chairperson on a monthly basis, and will include a single sheet

pamphlet approved by the City Manager explaining the union and inclusive of an authorization card in new employee packets distributed by the Human Resources Department.

Up to two (2) Unit officers may absent themselves from their place of work to attend grievance matters with the permission of their immediate supervisors. Requests for time to investigate grievances at other work sites shall be granted at the discretion of the immediate supervisor of the Unit officer and any other affected department heads. Such permission shall not be unreasonably withheld. Unit officers shall be granted not to exceed two hours per work week, without loss of pay, to gather information for the purpose of Step 1 of the grievance process. The two hours shall be determined by management to be at a time that is the least disruptive to operations. The Union will designate the four eligible Unit officers to the Human Resources Department and notify the Human Resources Department immediately of any changes.

ARTICLE 4 - DISCRIMINATION

The Employer agrees not to discriminate against any employee for his or her activity in 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 5 - PREVAILING RIGHTS

Except as provided in Article 23 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 25.

ARTICLE 6 - 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 7 - BASE WAGES

Section 1. Base Pay Administration

- A. Employees will be paid a base rate of pay in accordance with the minimum and maximum pay established for their job classification in Appendix B.
- B. Merit-Based Pay & Bonus Administrative Procedures - The administrative procedures for 2019 adjustments to base pay and or lump-sum bonuses for bargaining unit members are defined in Appendix C.

Section 2. Renegotiation at City's Option

a. The salary schedule, as established by this Article 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.

b. 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 salary schedule established by this article 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 3. Procedure for Renegotiation

Any renegotiation undertaken pursuant to this Article shall in all respects be subject to statutory requirements relating to employer-employee relations and publication of the City's budget, other than such timing and other requirements as are in their nature inapplicable to such renegotiation.

ARTICLE 8 - OVERTIME PAY

In the event a need for overtime should occur in a City department or division, as determined by the Employer, such overtime shall be paid at the rate of one and one-half times the regular rate of pay. For the purposes of this Article, "overtime" means all hours worked

which exceed forty (40) in any work week. For the purpose of computing overtime, vacation leave and holiday leave shall be considered as time worked.

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.

The Employer shall not make changes in the normal work schedule on a day-to-day basis for the purpose of avoiding payment of overtime.

Overtime shall be paid for actual time worked. It is the duty of the employee to seek approval from the supervisor for specific authority to work in excess of the regular work schedule.

ARTICLE 9 - CALL IN, CALL BACK, AND STANDBY DUTY

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. Callback pay shall begin when the employee is notified to return to work. Employees must be able to respond within thirty (30) minutes of receiving a call for duty under these provisions.

Section 2. Standby Duty

All employees covered by the terms of this agreement who are placed on standby duty (confined to a known location) by a supervisor, shall be paid \$1 per hour until relieved from standby or called back to duty.

Employees on standby must be where they can be contacted by telephone on the first telephone call. Employees placed on standby who are unable to be contacted as stated above will be severely disciplined and will not receive standby pay for the time they were scheduled to be on standby.

Section 3. Call Back

All employees covered by the terms of this agreement who are "called back" to work duty after leaving for the day, or called in on his/her day off shall be paid at least two (2) hours minimum. If such "call back" to work duty occurs on a recognized City holiday, said employees shall be paid at least four (4) hours minimum.

Section 4. Call In

All employees covered by this agreement who are "called in" to work duty within two (2) hours just prior to their normal work schedule shall receive their normal rate of pay as provided for in this agreement.

Section 5. Emergency Situations

When an emergency, as determined by the City occurs, making it necessary for the Employer to make temporary changes in the normal work schedule, such changes may be made without prior notice. This provision shall not be used solely for the purpose of avoiding payment of overtime compensation under Article 8 of this Agreement.

Section 6. Pager Duty

Employees required to carry a pager and/or cell phone will receive Ten Dollars and Fifty Cents (\$10.50) per day for each weekday, and Eighteen Dollars and Fifty Cents (\$18.50) per day for weekends or legal City holidays; provided, however, that such rates will become effective upon the signing of this agreement by both parties and shall not be retroactive. All policy and procedures pertaining to pager duty assignments, including pager duty designations, shall be determined by the City Manager. Employee input will be solicited by management prior to making recommendations for changes to such policy, procedures, and designations.

ARTICLE 10 - 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 11 - 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 hours per week on an on-going basis. Regular part-time employees who regularly work a minimum of 30 hours per week will earn sick leave on a prorated basis. Employees working less than 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 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 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 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

Bargaining unit employees that have a minimum of two (2) consecutive years of service, and who have not used any sick leave in the prior calendar year, will receive eight (8) hours of leave with pay (e.g., wellness day) and an additional forty (40) hours of sick leave added to their accumulated sick leave bank. The aforementioned wellness awards are determined each January for the preceding calendar year. Additionally, the Wellness day must be used in the same calendar year is awarded (subject to supervisor approval). Any unused wellness hours will be forfeited after December 31st. A Wellness day off will be counted as hours worked for the purpose of computing overtime.

ARTICLE 12 - 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 13 - 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 14 - 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 15 - 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 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 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 16 - 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 17 - 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 18 - 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 19 - 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 20 - UNIFORM WEARING APPAREL

It is understood by both parties that uniform wearing apparel and/or footwear standards shall be determined solely by the Employer.

Employees shall wear uniforms in an acceptable manner at all times and report to work in footwear that meets the safety specifications as determined by the City. 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.

For bargaining unit employees identified in Appendix E, the city will provide uniforms and a taxable allowance for work-related apparel (boots, coveralls, etc.). The amount and frequency of the taxable allowance is outlined in Appendix E; and any apparel expenses above the allowance amount is the responsibility of the bargaining unit member. Additional reimbursement for uniform apparel may be requested based on demonstrated need. New bargaining unit employees will receive their taxable uniform allowance following successful completion of their probationary period.

Uniform apparel issued by the City, shall remain the property of the City, and may not be worn off duty. If the employee, through willful negligence or abuse, destroys damages or loses uniform apparel, the employee will be subject to disciplinary action shall replace the items at the employee's expense.

Upon termination of employment with the City, the employee shall return all uniforms and other wearing apparel, excluding footwear, in his or her possession and provided by the City. Failure to do so will result in deducting the replacement costs from the employee's final pay.

ARTICLE 21 - 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

All work schedules, showing the employees' shifts, work days and hours, shall be posted on appropriate departmental bulletin boards.

Section 3. Changes in 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 not fewer than ten (10) calendar days prior to the effective date of the change.

Section 4. Rest Breaks

Employees may take two (2) rest breaks per 8 or 10 hour shift. One shall be taken within the first half of the shift, and the other shall be taken in the second half of the shift. Rest breaks shall not exceed fifteen (15) minutes, including time spent traveling to and from a break site. Rest breaks shall be taken at rest areas provided by the city or at a convenience store or similar location near the worksite; provided, that the immediate supervisor may expressly prohibit taking of rest breaks at specific locations. Rest break time cannot be accumulated.

Section 5. Meal Period

Employees may have a daily meal period, without pay, of not less than thirty (30) minutes nor more than sixty (60) minutes, as determined by the Employer. Such unpaid meal period is the time of the employee and can be used in whatever manner the employee desires, consistent with City policy. Such unpaid meal period shall include any time spent traveling to and from a meal site.

Meal periods shall be taken at sites provided by the Employer or, when not provided by the Employer, at their work site or at the nearest appropriate site. When employees are authorized to take a meal period away from the worksite or another site provided by the Employer, such employees may use an Employer-provided vehicle for transportation by the

most direct route to and from the meal site.

ARTICLE 22 - 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 23 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

The Union acknowledges that the Employer and its management have certain exclusive statutory rights and regulatory responsibilities which they may not surrender. Except as expressly provided otherwise by this Agreement or by law, the Employer shall retain its rights to make, amend or execute decisions and policies that are necessary to efficiently and effectively operate and maintain the City and its programs and to otherwise carry out its lawful rights and responsibilities.

It is expressly agreed that nothing contained in this Agreement shall circumscribe or modify the Employer's right to:

- a. Direct the work of its employees;
- b. Hire, promote, transfer, assign and retain employees in positions covered by this

Agreement;

- c. Suspend, discharge or take other disciplinary action against any employee for proper cause;
- d. Maintain the efficiency of its operations;
- e. Relieve employees' duties because of lack of work or for other legitimate reasons;
- f. Take such action as it deems necessary to carry out the mission of the City in emergencies; and
- g. Determine the methods, means and personnel by which its operations will be conducted;

provided, that the foregoing shall not by reason of enumeration be construed to be an exclusive listing of the Employer's statutory rights.

ARTICLE 24 - PROBATIONARY PERIOD

All employees hired into a regular position will be considered probationary employees for a period of six (6) consecutive months. If at any time during the probationary period the employee's performance is determined to be less than satisfactory, the employee's supervisor may recommend termination. A new employee will not be able to grieve his/her termination during their probationary period.

All newly promoted employees will also serve a six (6) month probationary period in order to evaluate his/her ability to perform in the new position. If performance is deemed to be unsatisfactory during this time, the supervisor may elect to demote the employee to his/her former or equivalent position. In such instances, the employee will not be able to grieve his/her demotion. If termination of employment is recommended in lieu of demotion, the employee will have access to the grievance process as outlined in Article 25.

In all instances, the probationary period will be extended if the employee misses more than two weeks of work, regardless of reason. Department heads may also request that the probationary period be extended up to an additional 90 days if performance is determined to be marginal and additional time needed to make a determination. Such requests must receive written approval from the City Manager, and the employee will be informed of the decision.

ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1. Purpose

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. For the purposes of this article, a "grievance" shall be defined as a dispute involving the application or alleged violation of any express written provision of this Agreement.

No grievance shall be recognized unless it is presented in writing to the Division Head or supervisor with the authority to resolve the dispute, within fourteen (14) calendar days from when the union or the aggrieved employee first became aware, or with the exercise of reasonable diligence, should have become aware of the incident or action upon which the grievance is based. All grievances presented to management must clearly state: 1) the nature of the grievance supported with specific facts; 2) the specific provisions(s) of this Agreement which are alleged to have been violated; and 3) the desired remedy to resolve the grievance.

Section 2. Procedure

The following establishes the procedure for settling grievances.

In the event management fails to act within the time limits stated in Section 2, the grievance will automatically advance to the next step in the process unless the union notifies the city of its intention to abandon the grievance. When necessary, an extension to time limits may be granted to either party as allowed under Section 4.

Step I

One or more employees may submit a written grievance to the Bargaining Unit Grievance Committee. The grievance must state the nature of the grievance supported with specific facts and cite the specific provisions of the Agreement which are alleged to have been violated, and include the following:

- A) Aggrieved employees name and signature.
- B) Aggrieved employee's classification.
- C) Date grievance was filed in writing.
- D) Date and time alleged violation occurred.
- E) The location where the alleged violation occurred.
- F) A description of the incident giving rise to the grievance.
- G) Specific sections of this Agreement violated.
- H) Desired remedy to resolve the grievance.

The Union Grievance Committee, consisting of five (5) members of the Union, upon receiving a written and signed petition containing the express provision of this agreement that is being grieved, from a person or persons represented by the Union shall determine within ten (10) days if the grievance exists; provided, that no employee shall be permitted to act as a member of the Grievance Committee in considering his or her own grievance. If in the opinion of the Grievance Committee no grievance exists, no further action is necessary.

If the majority of the Committee determines a grievance exists, a member of the Committee and the aggrieved employee shall present the grievance to the supervisor who has the authority to resolve the grievance. A copy of the grievance shall be provided to the Human Resources Director. Any grievance that has not been presented to management in writing within the fourteen (14) calendar day time period, as defined in Section 1, shall not be recognized as a valid grievance.

Step II

The supervisor shall respond to the grievant in writing with a copy forwarded to the Committee and the Human Resources Director. If the aggrieved employee fails to act within fourteen (14) calendar days, the action will be deemed sustained.

Step III

If, within fourteen (14) calendar days, the grievance has not been settled, the Union Business Representative shall, with the presence of the aggrieved employee, meet with and present the grievance to the respective department head, or the next appropriate supervisor for adjustment. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure.

Step IV

If, within fourteen (14) calendar days, the grievance has not been settled, the Union's Bargaining Unit Chair or his designee and/or the Union's Business Agent shall, with the presence of the aggrieved employee, submit the grievance to the City Manager for adjustment. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The City Manager shall have fourteen (14) calendar days within which to act upon the grievance and provide a response to the grievant in writing with a copy forwarded to the Bargaining Unit Grievance Committee and the Human Resources Director.

Step V

If the grievance is not settled in Step IV, the Bargaining Unit Grievance Committee may give written notice to the Employer of referral of the grievance to an arbitrator, as described below, within fourteen (14) calendar days of receipt of the City Manager's written answer as provided in Step IV.

(a) The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of the notice of referral. In the event that parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven (7) arbitrators. Requests for arbitrators with specific issue and industry experience or professional affiliation shall be made jointly by the parties. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Grievance Committee shall have the right to strike three (3) names from the panel. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Bargaining Unit Grievance Committee and/or Union Business Representative and the Employer.

(c) The parties shall have the right to request the arbitrator to require the presence of witnesses or documents. The parties shall have the right to retain legal counsel.

(d) 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 the issue raised by the grievance as submitted in writing in Step I. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised.

(d) Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be advisory in nature. The arbitrator shall submit to the parties his/her 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.

(f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be shared equally by the Employer and the Union. All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, the expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. Additionally, each party shall be responsible for compensating its own legal counsel and expert witnesses.

(h) Upon receipt of an advisory decision by the arbitrator, the City Manager shall, within fourteen (14) calendar days, render a written decision.

Step VI

The aggrieved employee or employees may appeal the City Manager's decision to the Governing Body of the Employer. Any appeals to the City Council must be in writing and submitted within fourteen (14) days of the date said decision was rendered. The decision rendered by the City Council shall be final and shall be rendered within two (2) consecutive meetings of the Council or as soon thereafter as possible.

All grievance proceedings through Step V shall be closed, not open to the general public or news media, unless otherwise agreed upon by mutual consent of both parties to the proceedings.

In cases of termination, the grievant may proceed directly to Step IV of this procedure within five (5) calendar days from the employee's receipt of termination notice, with City Manager approval.

Section 3. Scheduling of Grievance Proceedings

All grievance proceedings shall take place outside normal working hours except as follows:

- a. Exceptions may be made upon mutual consent of the parties;

b. Exceptions shall be made in the event of a grievance filed by an individual employee, in which circumstances, the employee and one member of the Grievance Committee or the Union's Bargaining Unit Chair may participate in proceedings during normal working hours;

c. Exception shall be made in the event of a grievance filed by a group of employees, in which circumstances, one (1) of the group of employees and one (1) member of the Grievance Committee or the Union's Bargaining Unit Chair may participate in proceedings during normal working hours.

Section 4. Extensions of Grievance Proceedings

a. The time limits in Section 2 will be extended for any days in which management is absent from work due to illness, vacation or out-of-town travel.

b. Notwithstanding the time limits stated in Section 2, the parties may, by mutual consent, agree to extend time limits at any stage of the grievance procedure for a specific grievance. In the event either party requests, and the other party agrees to extend time limits to file, or respond to a grievance answer or appeal, the extension will last to a date mutually specified by the parties. In the event time limits are extended for a particular grievance, both the management representative involved and the member of the Committee will notify the director of Human Resources that the grievance time limits have been extended.

Section 5. Nondiscrimination

Neither the Employer nor the Union may discriminate against any employee for his or her participation in the Grievance Procedure, whether as an aggrieved person or as a witness, or for his or her refusal to file or prosecute a grievance.

ARTICLE 26 - 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 27 - 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:

| Years of Service | Accrual Rate per Pay Period | Annualized Accrual | Max. Carry-Over Cap |
|------------------|-----------------------------|--------------------|---------------------|
| 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 28 - 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 29 - UNION REPRESENTATION AT DISCIPLINARY PROCEEDINGS

Whenever a bargaining unit employee is scheduled to meet with a supervisor to review a proposed disciplinary action, the employee may have the right, if he or she so desires, to have a Union representative present. The employee will be allowed a reasonable amount of

time for scheduling a Union representative. The employer shall not be liable for compensating such Union representative appearing with the bargaining unit member while off duty.

However, such Union representation shall not be required when the circumstances warrant the immediate suspension of an employee who is believed to present a threat of violence or harm to self or others, a serious safety violation, a violation of state or federal criminal law, or other flagrant misconduct in the workplace. Such suspension with pay will continue pending an investigation and review of the matter, and a final decision made on the employment status of the employee. A written notice of such suspension will be provided within twenty-four (24) hours to the collective bargaining unit chairperson.

ARTICLE 30 - 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/departamental 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/departamental 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/departamental 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 31 - CITY HOLIDAYS

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 one of the above designated holidays 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.

Employees receive holiday pay based on the hours they are scheduled to work on the recognized holiday. For those eligible employees that work alternative schedules, and are not scheduled to work on the observed holiday, the City will grant the employee equivalent time off which must be used by the employee as soon as administratively feasible.

Employees who are required to work on a designated City holiday shall be compensated on the basis of straight time for the hours worked in addition to eight (8) hours of holiday pay. Employees receiving other work days off in lieu of the holiday shall be exempt from the provisions of holiday pay as stated above.

Special Holiday.

In addition to the City designated holidays, bargaining unit employees shall receive one (1) special holiday day off with pay on either Christmas Eve (December 24th) or New Years Eve (December 31st).

Miscellaneous Provisions.

Bargaining unit employees shall be required to be on the job the work day before and the work day following any City designated or Special holiday in order to be eligible for holiday pay. If the employee is off work on sick leave the day before or the day after a holiday, a doctor's certification may be required in order to receive holiday pay. Authorized paid leave will constitute as days worked for the purpose of determining eligibility for holiday pay. Employees that are on an unpaid leave of absence are not eligible to receive holiday pay.

Floating Holidays.

Regular full-time bargaining unit employees are granted 16 hours of floating holiday leave at the beginning of each calendar year. For newly hired employees, floating holiday leave will be granted based on the timing of their start date:

January - May
June - November

16 Hours
8 Hours

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

Floating holiday leave may be used in one (1) hour increments. Requests to use floating holidays are subject to supervisor approval, and whenever possible, employees are expected to submit floating holiday leave requests at least one (1) calendar week in advance. Floating holidays must be taken within the same calendar year they were granted; any unused floating holidays will be forfeited after December 31st.

ARTICLE 32 - 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 33 - 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 34 - EFFECTIVE DATE OF CHANGES

All newly negotiated matters shall become effective January 1, 2019 unless an earlier or later effective date is mutually agreed upon by the Union and the Employer.

ARTICLE 35 - SHIFT DIFFERENTIAL PAY

The Employer agrees to pay shift differential pay to those employees represented by the Union who are in the following employment situations:

\$0.30 per hour to one (1) employee permanently assigned night time street sweeping duties (shall be considered as 3rd or night shift);

For the work situations described above, the Employer shall pay shift differential pay which will be based on the majority of hours worked on any shift.

ARTICLE 36 - 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 37 - 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 38 - 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 39 - FAMILY MEDICAL LEAVE ACT

Anywhere within this agreement where there is conflict with the minimum requirements of the Family Medical Leave Act, the provisions of the Family Medical Leave Act shall govern.

ARTICLE 40 - 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 41 - 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, 2019, and shall remain in full force and effect until December 31, 2019.

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 7th day of August, 2018.

CITY OF HUTCHINSON, KANSAS

By: [Signature]
Steve A. Dechant, Mayor

ATTEST:

[Signature]
Karen Weltmer
City Clerk

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: _____
Gregg DeGarmo, President

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: _____
Esau Freeman, Business Representative

- 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 _____, 2018.

CITY OF HUTCHINSON, KANSAS

By: _____
Steve A. Dechant, Mayor

ATTEST:

Karen Weltmer
City Clerk

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: Gregg DeGarmo
Gregg DeGarmo, President

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: _____
Esau Freeman, Business Representative

- 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 1 day of ~~AUGUST~~, 2018.

CITY OF HUTCHINSON, KANSAS

By: _____
Steve A. Dechant, Mayor


ATTEST:

Karen Weltmer
City Clerk

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: _____
Gregg DeGarmo, President

SERVICE EMPLOYEES' INTERNATIONAL UNION
LOCAL 513, AFL-CIO

By: 
Esau Freeman, Business Representative

APPENDIX A - UNIT DESCRIPTION

| | |
|--------------------------------------|---------------------------------|
| <u>Engineering</u> | <u>Police Department</u> |
| CADD TECHNICIAN | ANIMAL CONTROL OFFICER |
| ENGINEERING FIELD INSPECTOR | ANIMAL SHELTER TECHNICIAN |
| ENGINEERING SURVEY WORKER | RECORDS TECHNICIAN |
| ENGINEERING SYSTEMS TECH. | |
| TRAFFIC SIGNAL TECH., LEAD | <u>Public Works</u> |
| TRAFFIC SIGNAL TECHNICIAN | CREW LEADER |
| | EQUIPMENT OPERATOR |
| <u>Finance</u> | FLEET MECHANIC, LEAD |
| ACCOUNT CLERK | FLEET MECHANIC, MASTER |
| UTILITY SERVICE CLERK | FLEET MECHANIC, SR. |
| WATER SERVICE TECHNICIAN | HEAVY EQUIPMENT OPERATOR |
| | LAB TECHNICIAN |
| <u>Law</u> | MAINT. WORKER - Street/ PWM |
| MUNICIPAL COURT CLERK | SEWER MAINT. WORKER |
| | SEWER MAINT. WORKER, LEAD |
| <u>Parks & Facilities</u> | SEWER MAINT. WORKER, SR. |
| CONSTRUCTION TECH. I | UTILITY LOCATE TECHNICIAN |
| CONSTRUCTION TECH. II | WATER MAINT. WORKER |
| FACILITY WORKER | WATER MAINT. WORKER, LEAD |
| FORESTRY TECHNICIAN | WATER MAINT. WORKER, SR |
| GOLF SHOP ASSIST. | WATER TREAT. OPERATOR |
| HORTICULTURE TECHNICIAN | WATER TREAT. OPERATOR, LEAD |
| IRRIGATION MAINT. TECH | WATER TREAT. OPERATOR, SR. |
| JANITOR | WWTP MAINT. WORKER |
| MAINT. WORKER - H & F | WWTP MAINT. WORKER, SR |
| MAINTENANCE TECH - Airport | WWTP OPERATOR |
| MAINTENANCE TECH - Mechanical | WWTP OPERATOR, LEAD |
| PEST CONTROL SPECIALIST | WWTP OPERATOR, SR |
| SR. PARK SPECIALIST | |
| TURF MAINTENANCE SPECIALIST | <u>All Departments</u> |
| ZOO KEEPER | SECRETARY |

APPENDIX B - 2019 PAY RANGES

| | | Pay Range | | |
|-------------------------------------|-------------------------------|----------------|----------------|----------------|
| | | Min. | Mid-Point | Max. |
| GRADE 1 | Hourly: | \$12.96 | \$16.21 | \$19.45 |
| ADMIN. SECRETARY | MAINT. WORKER - H & F | | | |
| CONSTRUCTION TECH. I | MAINT. WORKER - Street/ PWM | | | |
| ENGINEERING SURVEY WORKER | RECORDS TECHNICIAN | | | |
| EQUIPMENT OPERATOR | SECRETARY | | | |
| FACILITY WORKER | UTILITY SERVICE CLERK | | | |
| GOLF SHOP ASSIST. | WATER SERVICE TECHNICIAN | | | |
| JANITOR | | | | |
| GRADE 2 | Hourly: | \$14.27 | \$17.84 | \$21.40 |
| ACCOUNT CLERK | SEWER MAINT. WORKER, SR. | | | |
| ADMINISTRATIVE ASSISTANT | UTILITY LOCATE TECHNICIAN | | | |
| ANIMAL CONTROL OFFICER | WATER MAINT. WORKER | | | |
| ANIMAL SHELTER TECHNICIAN | WATER MAINT. WORKER, SR | | | |
| CONSTRUCTION TECH. II | WATER TREAT. OPERATOR | | | |
| FORESTRY TECHNICIAN | WATER TREAT. OPERATOR, SR. | | | |
| HEAVY EQUIPMENT OPERATOR | WWTP MAINT. WORKER | | | |
| HORTICULTURE TECHNICIAN | WWTP MAINT. WORKER, SR | | | |
| IRRIGATION MAINT. TECH | WWTP OPERATOR | | | |
| MUNICIPAL COURT CLERK | WWTP OPERATOR, SR | | | |
| SEWER MAINT. WORKER | ZOO KEEPER | | | |
| GRADE 3 | Hourly: | \$15.70 | \$19.63 | \$23.55 |
| CREW LEADER - PUBLIC WORKS | MAINTENANCE TECH - Mechanical | | | |
| | SR. PARK | | | |
| ENGINEERING SYSTEMS TECH. | SPECIALIST | | | |
| FLEET MECHANIC, SR. | TRAFFIC SIGNAL TECHNICIAN | | | |
| LAB TECHNICIAN | TURF MAINTENANCE SPECIALIST | | | |
| MAINTENANCE TECH - Airport | | | | |
| GRADE 4 | Hourly: | \$17.28 | \$21.60 | \$25.92 |
| CADD TECHNICIAN | SEWER MAINT. WORKER, LEAD | | | |
| ENGINEERING FIELD INSPECTOR | TRAFFIC SIGNAL TECH., LEAD | | | |
| ENGINEERING TECH. - DESIGN & CONST. | WATER MAINT. WORKER, LEAD | | | |
| FLEET MECHANIC, MASTER | WATER TREAT. OPERATOR, LEAD | | | |
| PEST CONTROL SPECIALIST | WWTP OPERATOR, LEAD | | | |
| GRADE 5 | Hourly: | \$19.02 | \$23.77 | \$28.52 |
| 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 2019 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 2019 payroll year, employee performance will be formally rated on or near their anniversary date for base pay increase or lump-sum bonus determination purposes.

Provided that the basic eligibility requirements have been met, the employee's 2019 merit base pay increase or lump-sum bonus will be determined by the his/her performance rating score as follows:

| Rating Score | % Inc. |
|---------------------|---------------|
| Above (2.4 - 3.0) | 2.75% |
| Meets (1.8 - 2.39) | 1.75% |
| Below (<1.8) | 0.00% |

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

Performance Rating Appeals Procedure

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

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

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

Effective Date of Merit Pay Increases

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

Joint Performance Rating System Calibration Committee

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

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

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 - UNIFORM WEARING APPAREL & ALLOWANCES

It is understood by both parties that uniform wearing apparel and/or footwear standards shall be determined solely by the Employer.

Employees shall wear uniforms in an acceptable manner at all times. Employees must report to work in footwear that meets the safety specifications as determined by the City. 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.

The following bargaining unit employees will receive a taxable allowance of \$125 every 12 months for work-related apparel (boots, coveralls, etc.). Apparel expenses above the allowances amounts are responsibility of the bargaining unit member. New employees will receive their taxable uniform allowance following successful completion of their probationary period.

Water & Sewer

Sewer Maint Worker Lead
Sewer Maint Worker, Sr
Sewer Maintenance Worker
Utility Locate Technician
Water Main Worker, Lead
Water Maint Work Sr.
Water Maintenance Worker

Water Treat. & Prod.

Water Treat Operator

WWTP

WWTP Maint Worker
WWTP Operator
Lab Tech

Street

Crew Leader
Maintenance Technician
Maintenance Worker
Equipment Operator
Heavy Equipment Operator

Public Works Maint.

Maintenance Worker
Equipment Operator
Heavy Equipment Operator

Central Garage

Fleet Mechanic, Lead
Fleet Mechanic, Master
Auto Mechanic, Senior

Park Operations

Park Specialist, Senior
Construction Tech. I
Construction Tech. II
Mechanical Maint Tech
Irrigation Maint. Tech.
Airport Maint Tech
Heavy Equipment Operator

Hort. & Forestry

Forestry Tech.
Irrigation Maint. Tech.
Maintenance Worker
Pest Control Specialist
Horticultural Technician
Turf Maint. Specialist

Zoo

Zookeeper

Golf Operations

Mechanical Maint. Tech
Turf Maint. Specialist

Engineering

Traffic Signal Tech. Lead
Traffic Signal Technician
Engineering Survey Worker
Engineering Field Inspector

Finance/ Utility Billing

Water Service Tech.

Uniform apparel issued by the City, shall remain the property of the City, and may not be worn off duty. If the employee, through willful negligence or abuse, destroys damages or loses city-issued uniform apparel, the employee shall replace the items at the employee's expense.

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. Footwear and other non-uniform items are excluded from this requirement.

Further, employees classified as Mechanics in Central Garage shall receive a taxable tool allowance of \$260 annually.