

COMMISSION SPECIAL MEETING AGENDA
WEDNESDAY, DECEMBER 14TH, 2022
6:00 P.M.


A. CALL TO ORDER – Mayor Ann Marie Vannoster

B. ROLL CALL

C. NEW BUSINESS

1. Resolution R-22-90 a Resolution to Implement a Personnel Manual/Memorandum of Agreement with the International Union of Operating Engineers Local 123 AFL-CIO, effective January 1, 2023 through December 31, 2023.

D. ADJOURN

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	December 14, 2022
RESOLUTION OR ORDINANCE NUMBER	R-22-90
AGENDA TITLE	A RESOLUTION TO IMPLEMENT A PERSONNEL MANUAL/MEMORANDUM OF AGREEMENT WITH INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 123 AFL-CIO, EFFECTIVE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023.
REQUESTING DEPARTMENT	Administration/Human Resources
PRESENTER	Allison Pryor
FISCAL INFORMATION	Cost as recommended: Varies by fund
	Budget Line Item: Multiple
	Balance Available Varies by fund
	New Appropriation Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PURPOSE	To approve a memorandum of agreement with the IUOE bargaining unit, establish compensation levels, and personnel manuals.
BACKGROUND	<p>The City has completed negotiations with the International Union of Operating Engineers Local 123 AFL-CIO. This agreement covers January 1, 2023 through December 31, 2023.</p> <p>Summary of changes to the contract are attached.</p> <p>Negotiations for 2024 will be scheduled for July, 2023.</p>
SPECIAL NOTES	
ANALYSIS	N/A
PUBLIC INFORMATION PROCESS	N/A

BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	Redline Contract, Summary of Changes and Execution Pages for IUOE

RESOLUTION NO. R-22-90

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 CITY OF COFFEYVILLE MEMORANDUM OF AGREEMENT WITH THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 123 AFL-CIO.

WHEREAS, the International Union of Operating Engineers Local 123 AFL-CIO have reached a tentative agreement for language to the Personnel Manual/Memorandum of Agreement for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, all parties desire to implement the changes effective January 1, 2023.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2023, through December 31, 2023, City of Coffeyville Personnel Manual/Memorandum of Agreement be and are hereby approved and the Mayor is hereby authorized to execute the same with the International Union of Operating Engineers Local 123 AFL-CIO.

ADOPTED THIS 14TH DAY OF DECEMBER, 2022.

Ann Marie Vannoster, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS
LOCAL 123 AFL-CIO**

January 1, 2023 – December 31, 2023

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ARTICLE A. GENERAL PROVISIONS

A-1 OBJECTIVES/PURPOSE

This Memorandum of Agreement is entered into between the City of Coffeyville and the International Union of Operating Engineers, Local 123 AFL-CIO, an employee organization representing certain employees of the City. It governs the activities of employees and establishes procedures for personnel matters. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The provisions contained herein are established to:

- (a) Promote and increase the efficiency and effectiveness of city service and to provide the best possible service to the public.
- (b) Develop a program of recruitment, advancement, and tenure which will make City service attractive as a career.
- (c) Establish and maintain a uniform plan of compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- (d) Establish and promote high morale among City employees by providing safe and reasonable working conditions, uniform personnel policies, and an opportunity for selection and advancement without regard to race, color, sex, disability, religion, age, national origin or ancestry, union/political affiliation, or veteran status.

The Memorandum of Agreement is intended to comply with all applicable laws. Should any part of this Agreement be found invalid by any competent governmental entity or court, such finding in no manner invalidates the entire Agreement or any part of the Agreement not directly affected by such finding. As to the part or parts of the Agreement which are directly affected by such finding, the parties agree that, within thirty (30) days after such finding becomes final, they will meet and begin negotiations on the issue of whether such part or parts should be modified, deleted, replaced, or dealt with in some other appropriate manner in order to comply with the finding by said governmental entity or court.

A-2 MANAGEMENT RIGHTS

The City of Coffeyville hereinafter referred to as the "Employer" or the "City" is a Municipal Corporation which is governed according to the laws of the State of Kansas. The form of government for the City is Commission/City Manager. The Commissioners are the elected governing body of the City.

All management rights, inherent management rights, functions, responsibilities and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the discretion and jurisdiction of the Employer.

These rights, powers and authorities of the Employer include, but are not limited to the following:

- a. The right to direct the work of its employees;
- b. The right to hire, promote, transfer, assign and retain employees in positions within the City;
- c. The right to suspend, demote or discharge employees for proper cause;
- d. The right to maintain the efficiency of governmental operations;
- e. The right to relieve employees from duties because of lack of work or for legitimate reasons;
- f. The right to take action as may be necessary to carry out the mission of the City in emergencies and;
- g. The right to determine the methods, means and personnel needed to carry on operations.
- h. The right to make and revise reasonable work and safety rules, on a City-wide, departmental, or job-specific basis, provided however that no such work or safety rules are in conflict with the provisions of this Agreement.

The listing of the foregoing rights, powers and authority are not in any way intended to be exclusive, but are merely intended to illustrate the rights of the Employer. However, the rights described herein may be limited by other terms and conditions of this Agreement.

A-3 EQUAL EMPLOYMENT OPPORTUNITY

No applicant shall be prohibited from securing employment with the City of Coffeyville as a result of the factors of: race, age, religion, color, sex, national origin or ancestry, union/political affiliation, disability or veteran status. Neither shall any employee be disciplined, denied promotional or transfer opportunities, or in any other way subjected to disparate treatment as a result of these factors. Any evidence of discrimination shall be brought to the attention of the affected employee's Department Head or the City Manager.

A-4 AMERICANS WITH DISABILITIES ACT

The City will make reasonable accommodations for disabled persons in compliance with federal and state requirements.

A-5 RECOGNITION

The provisions of this Agreement shall apply to all employees within the appropriate units as listed below, except in the case where an article is designated to apply to only one of the two organizations covered within this Agreement.

1. I.U.O.E. BARGAINING UNIT

- (a) The Employer recognizes Local 123 of the I.U.O.E. as the sole and exclusive collective bargaining representative for employees in the following classifications:

ELECTRIC UTILITY - GENERATION DIVISION

Shift Operator
Relief Operator
Assistant Operator
Relief Assistant Operator – Lab Tech
Relief Assistant Operator
Maintenance Foreman
Power Plant Mechanic
Electrician
Mechanic Utility Person
Utility Person 4th yr.
Utility Person 3rd yr.
Utility Person 2nd yr.
Utility Person 1st yr. – Entry Level
Maintenance Person
Maintenance Person 4th yr. – Entry Level
Maintenance Person 3rd yr. – Entry Level
Maintenance Person 2nd yr. – Entry Level
Maintenance Person 1st yr. – Entry Level
Instrument Technician – Entry Level
~~Relief Utility Maintenance Person – Entry Level~~

DEPARTMENT OF ENGINEERING

Custodian
~~Engineer Surveyor/Draftsman~~
~~Airport Laborer~~
HVAC/R – ~~Airport Line Service~~ Technician

DEPARTMENT OF FINANCE

Utility Clerk
Meter Reader

WATER/WASTEWATER UTILITIES
WATER DISTRIBUTION & WASTEWATER COLLECTION DIVISION

Lead Foreman
Crew Foreman
Apprentice Utility Person 1st year
Apprentice Utility Person 2nd year
Apprentice Utility Person 3rd year
Journeyman Utility Person
Mechanic/Journeyman Utility Person
Serviceman

WATER & WASTEWATER TREATMENT DIVISION

Maintenance Crew Foreman
Apprentice Operator 1st year
Apprentice Operator 2nd year
Apprentice Operator 3rd year
Journeyman Operator
Master Operator
Apprentice Utility/Operator 1st year
Apprentice Utility/Operator 2nd year
Apprentice Utility/Operator 3rd year
Journeyman Utility/Operator
Master Utility/Operator

DEPARTMENT OF ADMINISTRATION

Deputy City Clerk – Entry Level

DEPARTMENT OF PUBLIC SERVICE
STREET & ALLEY DIVISION

Crew Foreman
Operator - Heavy Equipment
Operator - Light Equipment
Laborer – Entry Level
Mechanic I
Mechanic II

PARK MAINTENANCE & CEMETERY

Crew Foreman
Truck Driver
~~Care taker~~—Entry Level

Laborer – Entry Level
Operator – Heavy Equipment
Operator – Light Equipment
Cemetery Sexton – Entry Level

WIRELESS INTERNET

Wireless Internet Technician

Note: The identification of these classifications does not imply that each classification must be filled by an employee.

All other classifications of employees within the City are excluded from IUOE representation.

- (b) The City agrees to notify the Union of the creation of any new classifications within any of the IUOE-represented departments listed above, and to meet with the Union to seek agreement on the inclusion or exclusion of the new classification in the IUOE bargaining unit. The parties agree to submit such classifications to the Kansas Public Employee Relations Board for a determination of the inclusion or exclusion of any new classification, in the event the parties are unable to agree on inclusion or exclusion.

A-6 DEPARTMENTAL GUIDELINES

The Director of any City department may formulate in writing reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Manual.

A-7 AMENDMENT OF POLICIES

These policies may be amended by written agreement between the City and the Union(s) involved.

A-8 DEFINITIONS

All words and phrases shall be construed and understood according to common and approved usage of the language. Use of the masculine gender shall extend to and be applied to the feminine gender as well and vice versa. The word “shall” is used to indicate a mandatory action, and the word “may” is used to indicate a permissive action. The following terms are specifically defined as indicated:

- a. **ANNIVERSARY DATE:** The calendar date upon which a specific employee started regular employment with the City.

- b. **APPOINTED OFFICIAL:** A regular, full-time employee of the City who serves at the pleasure of the City Manager or as provided in the Municipal Code.
- c. **BREAK:** An authorized rest break from work consisting of no more than fifteen (15) minutes duration.
- d. **CITY:** The City of Coffeyville, Kansas, and all departments and subdivisions thereof.
- e. **COMPENSATORY TIME OFF:** Time off from work in lieu of monetary payment for overtime worked.
- f. **CONFIDENTIAL EMPLOYEE:** Has the meaning given in K.S.A. 75-4322(c).
- g. **CONTINUOUS EMPLOYMENT:** The time from the most recent hire date to the current date of employment, including the calendar days when an employee is absent on authorized leave with or without pay.
- h. **CONTRACT AGENT:** A contract agent is an individual who serves at the pleasure of the City Manager as provided in the Municipal Code, and whose compensation and personnel administration are subject to individual contract agreement (e.g., special attorney).
- i. **DEMOTION:** An action taken by management which results in a reassignment of an employee to a position with a lower rate of pay.
- j. **DEPARTMENT:** A major functional unit of the City.
- k. **DEPARTMENT HEAD:** A person directly responsible for the administration of a City department.
- l. **DIVISION:** An activity or sub-unit within a department.
- m. **EMPLOYEE:** An employee may be defined as:
 - (1) *Regular, full-time.* A person who is employed to work a normal work week of at least forty (40) hours on a regular and continuing basis in his/her assigned classification, and who has successfully completed the initial training period.
 - (2) *Regular, part-time.* A person who is employed to work less than a normal work week of forty (40) hours on a regular and continuing basis and who has successfully completed the initial training period.
 - (3) *Temporary/seasonal.* A person employed to work on a regular and/or recurring basis during a specific season or portion of a year.

- (4) *Trainee.* A regular employee serving in their initial training period as described in Section C-4.
- n. **ENTRY LEVEL BARGAINING UNIT REPRESENTED POSITION:** Any entry-level position in a bargaining unit that has selected union representation. This designation does not necessarily mean the position does not require any prior education, training or experience.
- o. **HOLIDAY:** The twenty-four (24) hour period of midnight to midnight of the day observed.
- p. **IMMEDIATE FAMILY:** Employee's spouse, children, sister, brother, parents, stepparents, stepchildren; grandparents, grandchildren, and in-laws (mothers, fathers, brothers, sisters, sons and daughters).
- q. **PROMOTION:** Advancement to a higher position (other than entry level positions) that normally results in increased responsibility and pay rate.
- r. **SUPERVISORY EMPLOYEE:** Has the meaning given in K.S.A. § 75-4322(b).
- s. **VOLUNTEER:** A non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment. Employees cannot serve as volunteers within the department in which they are employed.

ARTICLE B. POSITION CLASSIFICATIONS

B-1 OBJECTIVES AND PURPOSES

Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class. Each class may include either a single position or two or more positions.

B-2 JOB DESCRIPTIONS

Each position shall have a concise descriptive title, a description of the essential and marginal functions (tasks) of the position, and a statement of the qualifications for filling such positions. Such descriptions shall be approved by the City Manager, and shall be kept on file in the office of the City Clerk, and shall be open to inspection by any interested party during regular office hours. Whenever the City proposes to change any of the contents of a position title, job description, or statement of qualifications for a position included in an existing bargaining unit, the City shall give the appropriate bargaining representative at least fifteen (15) calendar days notice of the proposed change, and, during that time, shall meet and confer with the bargaining representative and afford it an opportunity for input and discussion concerning the proposed change. Any significant, permanent change in essential and marginal functions of a position

shall be cause for the City and the appropriate bargaining unit to meet and confer regarding wages for said position. Once the City's obligation stated herein is fulfilled, the City Manager, at his discretion, may implement the proposed change at the end of said 15-day period.

B-3 PAY RANGE PLAN

The City shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions.

B-4 MAINTENANCE OF THE CLASSIFICATION PLAN

It shall be the duty of each Department Head to report to the City Manager any and all organizational changes, which will significantly alter or affect changes in existing positions or proposed positions. The City Manager shall approve all new or revised job descriptions, once the City has complied with its obligations under section B-2 above.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1 NEPOTISM

- (a) In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a position where anyone in their direct supervisory chain, from their supervisor to the City Manager, is a member of their Immediate Family.
- (b) Starting on the effective date of this Memorandum of Agreement, if two employees marry or otherwise initiate a close personal relationship that creates a conflict under this policy, the two employees must discuss the situation with the appropriate Department Head, and attempt to reach a mutually acceptable transfer or reassignment decision whereby the employees become compliant with the policy set out in Paragraph (a), above. If the employees are unable to agree upon a voluntary resolution, the Department Head and the City Manager shall transfer one of the two employees to a position that eliminates the conflict, if possible. If there is no open position available for transfer for which one of the employees is qualified, the employee with less total uninterrupted time as a City employee shall be placed on unpaid leave until such time as a transfer position becomes available.

C-2 RECRUITMENT

It shall be the policy of the City to provide fair and equal opportunity to all qualified persons to enter City employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, veteran status, national origin or ancestry. The City will insist on strict compliance with all child labor laws.

C-3 QUALIFICATIONS OF EMPLOYMENT

All new applicants for any position with the City shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. Any misrepresentation or omission of material facts shall be grounds for immediate disqualification or termination of employment upon discovery of same. A medical examination or other testing, including drug testing, may be required only after a conditional offer of employment has been made, provided that such exams or testing are required of all such applicants who are offered employment in the position. The offer of employment is contingent upon the applicant passing required post-offer tests. If he/she is recalled from separation after having been off work for more than ninety (90) days, he/she shall be required to be reexamined. The Employer shall pay for all examinations under this Article. Every employee shall, within 30 days of employment, obtain and maintain in their place of residence a working telephone with a local telephone number at which they can be reached.

C-4 TRAINING PERIOD

- (a) Each regular employee, following employment shall undergo an initial training period of six (6) months in order to achieve a minimum level of competency. The City Manager may extend any employee's initial training period for an additional six (6) months, at his or her discretion. The City Manager shall provide written notice of the reason or reasons for any extension to the employee in question and to the appropriate Union.
- (b) This time period is designed to enable the City to observe and evaluate the new employee's performance and potential. Any employee terminated during his or her initial training period or any extension thereof shall have no recourse to the grievance and arbitration procedures outlined herein at Articles H, I, and J. No employee shall be deemed to have successfully completed his or her initial training period, or any extension thereof, until successful completion has been certified in writing by the City Manager or his designee. Provided, that after the expiration of an employee's initial training period or any extension thereof, the City Manager shall, within seven (7) calendar days, after being requested in writing to do so by the employee or their bargaining unit representative, provide a final decision on extension, termination or retention in writing. Subject to the other provisions of this Agreement, successful completion of the initial training period or any extension thereof does not imply a guarantee of continued employment.
- (c) Employees in their initial training period shall have no seniority rights during said period. If the training period is successfully completed by regular full-time employees, however, it shall be considered as service for seniority purposes.

C-5 PROMOTIONS & HIRING

- (a) Promotions to non-entry-level bargaining unit represented positions shall be made from among incumbent full-time regular employees, if one or more qualified candidates are available within the City's workforce.
- (b) Entry Level Bargaining Unit Represented Positions:
 - 1. Management shall select applicants to fill Entry Level Bargaining Unit Represented Positions at its discretion. Management shall seek the best qualified, most capable individual for each position, but where qualifications and ability among applicants are substantially similar, current City employees are preferred over external applicants. The City will post internally all openings being filled under this paragraph, simultaneously with advertising the same to the general public. The City may decline to fill openings at any time in the process.
 - 2. Each regular, full-time employee who is selected for an Entry Level Bargaining Unit Represented Position shall undergo a training period of six months (unless an extension of this period is mutually agreed to by the Employer and the employee) in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period, or decides within the first ninety (90) days of the training period that they do not want the position, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to apply for any Entry Level Bargaining Unit Represented Position or bid on any Bargaining Unit Represented Position Promotion for a period of one (1) year from the date they are returned to said former position.
 - 3. During the training period, the employee shall retain seniority in the Department they left. Upon successful completion of the training period he or she will lose all seniority rights in the Department they left and will assume and accrue seniority in the new Department from the date they were awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue Division and classification seniority from the date they were awarded the job.

(c) Bargaining Unit Represented Position Promotions:

1. Whenever more than one person is considered to be qualified and eligible for promotion to the vacant position, selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The content and administration of the competitive examination and interview is within the discretion of the City Manager. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions to that position. The offer of promotion is contingent upon the applicant passing the required tests.
2. Each employee promoted to a classification with higher pay and increased responsibility shall undergo a training period of six months in order to achieve minimal competency in the new position. If the employee cannot demonstrate a minimum level of competency within the six-month training period or decides within the first ninety (90) days of the training period that they do not want the promotion, the employee shall be returned to their former position and pay level. Employees requesting to return to their former position after the 90th day of their training period may be returned at the discretion of the City Manager. Any employee who is returned to their former position within the six (6) month training period, whether at his or her request or at the discretion of the City, shall be ineligible to bid on any promotion or to apply for any Bargaining Unit Represented Position for a period of one (1) year from the date they are returned to said former position.
3. After a bargaining unit represented position vacancy occurs (other than Entry Level Bargaining Unit Represented Positions) and the City Manager, after consulting with the Department Head determines the position should be filled, the job shall be bulletined in all City departments for seven (7) working days during which time full-time, regular employees with proper qualifications will be entitled to submit bids for such jobs. Bids shall be filed by employees with the Employer before the time for bidding closes.
4. Management shall determine those applicants who are qualified for the appointment, and which applicant is most qualified from among the qualified applicants. In judging the qualifications of applicants, management shall consider ability, training, education, competence, experience, and initiative, along with performance during the competitive examination and/or during the job interview. If none of the incumbent full time, regular employees who bid are qualified, or if no bids are received,

the City may hire an external applicant for the job or decline to fill the position.

5. When two or more qualified applicants are determined by management to be equally qualified, the vacancy will be filled by the most senior applicant. Seniority is defined as the length of continuous regular full-time service within the classification, division, department or City, as appropriate. Determination of seniority is to be made in order of priority as follows:

- (a) Seniority in the division the vacancy is in.
- (b) Seniority within the department which has the vacancy.
- (c) Departmental seniority in any City department.
- (d) Seniority as a City employee.

Loss of Seniority: All seniority will be lost under the following conditions.

- (a) Termination for cause
- (b) Resignation
- (c) Being on layoff or leave status for more than twelve (12) months (except for military leave which will be governed under applicable federal and state laws).

6. When the successful bidder has been determined, a notice will be posted in all City departments stating the successful bidder's name.

7. The successful bidder, if a current employee, will be placed on the job at the conclusion of the selection process, and will be on a training period for six (6) months, unless an extension of this period is mutually agreed to by the Employer and the employee. During this training period, the employee shall retain seniority in the Department s/he leaves. Upon successful completion of the training period s/he will lose all seniority rights in the Department s/he left and will assume and accrue seniority in the new Department from the date s/he was awarded the job. City seniority, accrued vacation and sick leave, and all other benefits shall be retained. If an employee is awarded a job bid within the same Department but a different Division, the employee shall retain Department seniority but will accrue division and classification seniority from the date s/he was awarded the job.

- (d) Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this Agreement shall be allowed to bid for Bargaining Unit Represented Position Promotions under the provisions of paragraph (c) herein and be awarded jobs that are posted while they are on layoff status.

Further, these same employees may apply for Entry Level Bargaining Unit Represented Positions pursuant to the provisions of paragraph (b) herein.

- (e) Employees who are working in jobs that are part of an apprenticeship program will not have to bid to get to the next higher level but will be raised to the next higher level at the end of the time limit, provided they have met the criteria for the next higher level.
- (f) This subsection (f) shall apply to all promotions within the Electric Generation Plant, and not to promotions in any other area. Any provisions in the preceding subsections that are inconsistent with the provisions of this subsection (f) shall not apply to promotions within the Electric Generation Plant.

Management shall make reasonable, good faith efforts to provide training opportunities to each employee working in the Electric Utility – Generation Division, in positions of Utility and above, such that each employee will be fully trained on his or her current job, and cross-trained to the extent reasonably possible for the next higher job classification. The parties agree that employees and management are jointly responsible for on-the-job training. Employees are responsible for pursuing training opportunities, and management and the shift Operators are responsible for creating opportunities and for distributing training opportunities equitably among members of the workforce.

Management shall provide a listing of outside training sources for the employees' use. The City shall not be required to pay for any outside training an employee chooses to attend, unless the City specifically agrees in advance to pay for a particular training course or event.

There shall be a three step testing procedure for any employee advancing to the Relief Assistant Operator from the Utility position and to the Relief Operator from the Assistant Operator positions.: (1) a job-specific written test, to be developed by Operators and Management; (2) a hands on job skill test; and (3) a promotional interview. Employees shall be assessed during the interview by a joint team consisting of two management employees assigned by the Department Head and one Operator.

The testing procedure shall be administered on a pass/fail basis, and all employees passing the procedure shall then be eligible to submit bids for promotion to the next higher level when an opening occurs. An employee who fails the testing procedure shall not be eligible to test again for a period of one year. The City may waive the time frame of eligibility before retesting if manpower losses dictate, position remains open or new position becomes available.

Employees who have passed the test as specified above may bid for vacant positions in the next higher classification, and the bidder with the most seniority shall be placed in the vacant position for a training period of sixty days of position

specific training. During the training period, the individual(s) providing the on-the-job training shall review the progress of the employee and shall submit a written report of the employee's progress to management. Management shall, within ten days from receipt of the written report, either award the employee permanent status, specify an additional period for training, or move the employee back to the position he/she formerly held. Management shall provide any employee who is moved back to his/her former position with written reasons for his/her failure to gain permanent status. Any employee moved back to a position formerly held pursuant to the provisions of this subsection shall not be eligible to bid for a vacancy in the next higher position until one year has elapsed following the employee's return to his/her former position, and the employee has again successfully completed the testing procedure listed above.

C-6 COMMERCIAL DRIVERS LICENSE

All employees in the Heavy Equipment Operator, Mechanic II, Crew Foreman, Maintenance Crew Foreman, and Lead Foreman job classifications must possess a valid Class A Commercial Driver's License. All other employees who are required by their job description to hold a commercial driver's license may hold either a Class A or a Class B license, at the employee's option. Revocation or suspension of commercial driver privileges may result in termination of employment or demotion to a non-driving position if such a position is available, and if driving is an essential function of the employee's then-current position.

Employees will be allowed time off during normal working hours to take the examinations required for the Commercial Drivers License and all renewals.

The City shall pay the difference in the cost of a Class C drivers license and a Commercial Drivers License for the initial license and all renewals.

C-7 NONDISCRIMINATION

- (a) The Employer and the recognized employee organizations agree that they shall not intimidate, coerce, or in any manner interfere with the rights of bargaining unit employees or non bargaining unit employees to form, join or assist an employee organization or to refrain from any such activities, including the right to withdraw, revoke or cancel employee membership at any time.
- (b) The Employer shall not discriminate against any employee organization steward who from time to time represents other employees, nor will the Employer discriminate against any employee who files a grievance against the Employer. Neither the Employer, any employee organization, nor any individual employee shall discriminate or retaliate against any individual who is called to testify at a grievance or arbitration hearing.
- (c) Any employee who believes he or she has been discriminated against or harassed on the basis of race, color, national origin, ancestry, sex, age, disability or veteran

status may file a grievance under the provisions of this Agreement, and shall submit a written complaint to the City Manager, appropriate Department Head, or the Human Resource Officer. Individuals who are not comfortable communicating in writing may request a meeting to notify the City Manager or Human Resource Officer of the complaint verbally.

- (d) Employees and applicants are free to contact the Kansas Human Rights Commission and/or the United States Equal Employment Opportunity Commission at any time with any concerns they may have about alleged discrimination or harassment in the workplace, in addition to complying with the provisions of this Agreement.

C-8 PERSONNEL FILE

- (a) Current employees shall have the right to review the contents of the City's personnel file regarding the individual employee.
- (b) The City reserves the right to require that the following criteria are met:
 - (1) The employee must make arrangements in advance to schedule a time convenient for the review.
 - (2) The personnel file shall not be removed from the office in which it is maintained.
 - (3) The Human Resource Officer or designee shall be present while the file is being reviewed.
 - (4) The copying of any documents contained in the personnel file, for the employee, shall be done by a representative of the Personnel Department upon the approval of the City Manager, Human Resource Officer or designee. The first 5 pages copied for any employee from their personnel file during any twelve-month period shall be free of charge. Each additional page copied from their personnel file shall cost twenty cents (20¢) per page.

ARTICLE D. HOURS OF WORK

D-1 DUTY HOURS AND WORK PERIODS

- (a) *General Employees.* General employees include all regular, full-time City employees except shift employees. The work period for all general employees is the seven-day work week that begins at 12:00 a.m. on Monday and ends at 12:00 midnight on the following Sunday. The normal work period for all general full-time employees shall be forty (40) hours, with two consecutive days off.

Each Department Head shall establish and post regular work schedules for the employees in his or her Department. Department Heads may change regular work schedules based upon the needs of the City. When changing regular work schedules, the Department Head shall notify the effected employees of the reason(s) for the change, and shall provide at least one week notice in advance of the change, unless it is not practicable to provide such notice. Summer hour schedules shall be implemented by departments and subdivisions on an as-needed basis, depending on the demands of the work.

Wireless Internet Technician position may be notified of a change to regular work schedules with one day notice.

- (b) *Shift Employees.* Shift employees include all regular, full-time City employees in departments or divisions of a department that operate on a 24-hour basis. The work period for all shift employees in the Water/Wastewater Utility is the seven-day work week that begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. the following Sunday. The work period for all shift employees in the Electric Department is the seven-day work week that begins at 10:00 p.m. on Sunday and ends at 10:00 p.m. on the following Sunday. The normal work period for full-time shift employees shall be forty hours, consisting of five, eight-hour shifts that are inclusive of an on-duty meal period of thirty (30) minutes or less that shall be interrupted by work demands (2,080 hours worked annually). Shift employees shall be scheduled to work as assigned by the Department Head on any of the seven days of the work period; but with the exception of relief personnel (swing shift/shift breakers) employees shall normally have regularly scheduled work days, shift rotations, and days off. However, at the direction of the Department Head the shift worked by individual employees may be rotated. Further, the regular work days and days off of personnel may be adjusted by the Department Head.
- (c) *Shift trading/substitution.* All shift employees are permitted to trade shifts for their own benefit, so long as: (i) all trades are voluntary for both of the employees involved, (ii) management is notified of the trade in advance, (iii) the trade is cost-neutral to the City, and (iv) the employee working the shift is trained and fully qualified to do the job. When an employee works additional hours in a work period beyond his/her regularly scheduled hours, as a substitute for another employee, those additional hours of work are treated as having been worked by the employee originally scheduled to perform the work (not by the employee who actually performed the work). Employees engaging in shift trades must comply with any departmental procedures governing such trades. Management shall have the right to reject any proposed trade if it would create operational problems for the department. Shift trades that would require an employee to work more than sixteen (16) hours in any twenty-four (24) hour period are prohibited.

D-2 MEAL PERIODS AND REST BREAKS

(a) *Meal Periods for General employees and shift employees.*

- (1) Any meal period of 30 minutes or more in duration, where the employee is relieved of all duties is a non-compensable meal period and it is excluded from hours worked. Any on-duty meal period of up to 30 minutes duration, subject to being interrupted by work demands is a compensable meal period and is included in hours worked.
- (2) If an employee who is not on standby is held over to work one and a half hours or more past the end of their normal duty hours, they shall be provided up to a 30 minute meal period. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- (3) If an employee who is not on standby is called out or scheduled to work one hour or more prior to the start of their normal duty hours, and there is not at least a one half hour gap between the extra duty hours and their normal duty hours they shall be provided up to a 30-minute meal period after two hours of work. Thereafter, an additional meal period of up to 30 minutes will be provided after every additional five hours worked as long as the employee is required to work.
- (4) If a general employee (excluding shift personnel) is required by his supervisor to work through these additional meal periods in their entirety, the employee is entitled to compensation of up to 30 minutes in lieu of the meal period(s) in addition to the hours actually worked. These provisions for additional meal periods are not applicable when the additional hours worked are a result of shift trading/substitution, nor shall the employee receive any additional pay, beyond pay for actual hours worked, if the employee chooses to work through the meal period.
- (5) If an employee is notified on the day prior or earlier that they will be called in early or held over, the employee is responsible to bring their own meal.
 - [a] General Employees – If a general employee who is not on standby is called in early or held over without advanced notice and for the City's convenience and the employee is not released from the job site to obtain their meal, the cost of the meal shall be paid by the City, upon presentation of a valid, dated receipt. (otherwise, the cost of the meal shall be paid by the employee). The cost of the meal paid for by the City shall not exceed \$9.00.
 - [b] Shift Employees – Operating employees at the Electric Generation Plant, Water Filtration Plant and the Wastewater Treatment Plant who are called out or not relieved at the end of their shift and must

remain on the job to fill the next shift without prior notice may be allowed to send one employee to the nearest food store to obtain something to eat, or to a restaurant to pick up a meal and return to the plant to eat. At the Electric Generation Plant, a utility employee is to be sent for meals, the operator and assistant operator shall not leave the Plant. If there is only one employee on duty and they can not leave the work site, if they call in an order to be delivered the City will pay for up to \$9.00 of their meal cost upon presentation of a valid, dated receipt. Otherwise, the cost of the meal shall be paid for by the employee.

[c] The City will not pay any meal allowance for any employee who does not actually purchase a meal, and will pay only for amounts actually spent, as shown on a valid, dated receipt.

- (b) *Rest Breaks.* Employees are authorized a rest break of 15 minutes for each four hours of work. Rest breaks are not cumulative and if workload prevents the taking of a break, it shall not be carried over to another day. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's supervisor subject to workload. Rest breaks shall normally be taken on the job site; but, if the crew is close enough to a retail establishment to visit the establishment during break time, as part of the break, then they may do so, it being understood that all crew members must commence working when the break time is expired.

Break supplies must be purchased during off duty hours or during the allotted break period. For purposes of this paragraph, employees are not allowed to stop to purchase break supplies:

- on their way to their first job site in the morning;
- during travel between job sites;
- on their travel in at mealtime or the end of the workday; or
- on their way to their job site following their meal period.

Employees who are nursing shall be provided reasonable break time each time employee has need to express breast milk for her nursing child for one year after the child's birth. Employee may use two already compensated break times to express milk, all other breaks will be uncompensated.

D-3 OVERTIME

- (a) All employees may be required to work overtime because of increased workload, absences of other employees, emergencies, etc. The employee organizations agree on behalf of their members that such employees shall accept necessary overtime assignments, and that they should consider Employer requirements for such necessary overtime assignments as justified priority over their personal

convenience and any secondary employment. Full-time employees will be scheduled for overtime prior to scheduling overtime for temporary employees. Regular full-time employees qualify for overtime compensation after they have worked more than eight (8) hours on a normal work day/shift (hours worked includes any authorized leave, sick leave, personal day leave or compensatory time leave). Regular part-time, temporary employees, and seasonal employees qualify for overtime compensation only after they have worked more than forty (40) hours in any seven-day work week.

- (b) Any additional or extra duty overtime worked shall be recorded as overtime. All employees shall be paid at overtime rates for actual time worked.
- (c) All additional or extra duty hours worked must have prior authorization by the employee's Department Head or designee. At the time the employee turns in his time sheet or card, it shall be noted by the employee if the compensation for the extra hours of work shall be in the form of additional wages or compensatory time.
- (d) Each department shall attempt to distribute extra hours of work equitably among employees within each classification on an annual basis. Any adjustments to rectify inequitable distribution of extra hours of work shall be accomplished through future scheduling. Each department shall post a monthly report documenting the number of extra hours worked by each employee in every classification. Any time an employee is excused from scheduled extra hours of work, those hours not worked shall be counted for the purpose of distributing extra hours of work equitably. In Electric Generation, if two individuals split a shift to equalize overtime, the shift breaker that was not moved up shall be compensated at their regular rate of pay, not at the rate for the higher classification.
- (e) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (f) *General Employees and Shift Employees.* All prearranged extra duty hours worked up to and including four hours on the employee's scheduled work day, shall be compensated at a rate of one and one-half times the employee's regular rate of pay. All prearranged extra duty hours worked in excess of four hours on an employee's scheduled work day shall be compensated at a rate of two times the employee's regular rate of pay. If an employee is required to work prearranged extra duty hours on either his first scheduled day off or second scheduled day off, unless the second day off falls on a Sunday, the first twelve hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee's second day off falls on Sunday, all hours worked on said Sunday shall be compensated at two times the employee's regular rate of pay. If the employee is required to work

prearranged extra duty hours on both their first and second scheduled days off, on the first day the first twelve (12) hours worked shall be compensated for at a rate of one and one-half times the employee's regular rate of pay and any hours in excess of twelve hours shall be compensated at a rate of two times the employee's regular rate of pay, and all hours worked on the second day shall be compensated for at a rate of two times the employee's regular rate of pay. If the employee is required to work prearranged extra duty hours on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving all hours worked shall be compensated for at a rate of two and one-half times the employee's regular rate of pay.

- (1) *Prearranged Extra Duty Hours:* Prearranged extra duty hours may require an employee to report to work early on a scheduled work day; to work past the end of a scheduled work day; to return for additional hours of work between scheduled work days; or to work on any scheduled day off. Except for extra duty hours scheduled on an employee's day off, if an employee is notified at any time while on duty (at work) that they have been scheduled for additional or extra hours of work, the additional hours worked shall be classified as prearranged extra duty hours. If the extra duty hours are scheduled on an employee's day off, the employee must be verbally notified on duty (at work) and at least 24 hours in advance for the additional hours worked to be classified as prearranged extra duty hours.

Employees who are prearranged to work extra duty hours on their scheduled days off shall receive a minimum of two hours pay unless the prearranged extra duty hours are canceled or rescheduled pursuant to paragraph (2) below. The compensation for the two hour minimum shall be at a rate of one and one-half the employee's regular rate of pay; unless the day off falls on a Sunday or it is the employee's second day off and they have already worked prearranged extra duty hours on their first day off, then it shall be at a rate of two times the employee's regular rate of pay. Further, if the prearranged assignment on an employee's scheduled days off requires an employee to report to work on more than one occasion outside of the two hour minimum it shall constitute a separate two-hour minimum.

- (2) Due to the multitude of variables beyond the control of the Employer, prearranged extra duty hours may periodically need to be canceled or rescheduled by the Department Head. If an employee is scheduled to work extra duty hours past the end of a scheduled work day, there shall be no compensation for canceled or rescheduled extra duty hours. If an employee is scheduled for extra duty hours that require them to report to work early on a scheduled work day, to return for additional hours of work between scheduled work days, or to report for work on any scheduled day off, and they are not notified while on duty the day prior to when they were to report for these additional hours that they have been canceled or rescheduled, these employees shall be compensated for two hours of work

at double the employee's regular rate of pay. However, if the scheduled prearranged extra duty hours are canceled due to weather conditions, the City shall make an effort to provide notice of at least one hour prior to the reporting time, but under no circumstances will compensation be required regardless of whether any notice is given.

- (3) No employee shall be required to work in excess of sixteen hours in any given twenty-four hour period unless the City is responding to an emergency situation, such as but not limited to, the interruption or potential interruption of City utility services, unsafe street conditions, or any threat to the safety and welfare of City residents. In the event an employee is required to work in excess of sixteen hours in any twenty-four hour period, the employee shall be off-duty at least eight consecutive hours for rest prior to returning for normal duty hours. For any portion of the off-duty eight hours that overlaps the employee's normal work schedule, the employee shall be compensated at their normal rate of pay. If any employee is involuntarily recalled to work during the eight hour rest period, he or she shall be paid at double the regular hourly rate until he or she receives eight consecutive hours off duty. The provisions of an off-duty rest period are not applicable when any part of the hours worked were the result of shift trading/substitution.

D-4 CALL-OUT (CALL-BACK) TIME

All employees may be required because of road conditions, leaks, interruptions in service, emergencies, etc. to return to work after their normal duty hours without it being prearranged. The employee organizations agree on behalf of their members that all members/employees shall accept necessary call-out assignments, and that they should consider Employer requirements for such necessary call-out assignments as justified priority over their personal convenience and any secondary employment. Hours worked or compensable time starts when the employee is notified to report to work; however, the employee must be able to report to work within forty (40) minutes of notice. Any time an employee is called-back for extra hours of work that was not prearranged, the employee shall receive credit for a minimum of two hours worked. Call-back employees shall be compensated for hours worked at double their regular rate of pay. Actual time worked in excess of the two hour minimum shall be recorded. If the call-out response time overlaps with the employees regularly scheduled work hours, the employee shall receive their normal rate of pay from their normal starting work time forward.

D-5 COMPENSATORY TIME

An employee may be allowed to choose compensatory time in lieu of additional wages for extra hours worked. Compensatory time cannot be used to "bank" pay for any hours not actually worked (e.g. holiday pay for holiday time not worked). The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to forty (40) hours of unused compensatory time. This forty (40) hour cap shall apply to both the total number of comp time hours an employee is permitted to accrue and the total number of comp time hours an

employee is permitted to use in any calendar year, except that those employees who currently have more than forty (40) comp time hours accrued may use the excess hours at any time with proper approval. If the accrual or use limit is reached in any year, an employee must be paid in cash for additional accrued hours for the remainder of the year.

Compensatory time off may not be taken in increments of less than a one hour minimum. Employees shall schedule and use compensatory time on the same basis as they schedule and use vacation, except when the Department supervisor approves comp time use on short notice as consistent with the needs of the Department. *See M-1(j) and (k), below.*

The Department Head must allow for the use of accumulated compensatory time within a reasonable period following the employee's request to take time off unless the operation of the department would be unduly disrupted by the employee's absence from work. If an employee requests the use of compensatory time prior to the day on which the time is to be used, then, in order to determine whether granting the request to use compensatory time off on any given day will disrupt the Department's operations, the Department Head or his or her designee may wait to respond to the request until the day prior to the requested day(s) off.

An employee is entitled to receive cash compensation for all unused accumulated compensatory time when their employment is terminated.

D-6 HOLIDAYS

(a) The following days shall be paid holidays for regular full-time employees:

- New Years Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

From time-to-time, and for certain special occasions, the City Commission may by motion designate other days as special holidays on a one time basis.

(b) When New Year's Day, Independence Day, Veterans' Day or Christmas falls on a Saturday or Sunday, the preceding Friday or following Monday, respectively shall be declared as the holiday.

(c) *Shift employees.* These full-time employees shall be paid eight hours at their regular rate of pay for each holiday in lieu of holidays.

- (d) It does not matter whether or not the employees identified in (c) above actually work on the holiday or not; they all get the cash compensation outlined above in lieu of holidays. Except for the three holidays listed below, in addition to the pay in lieu of holidays, the above employees who actually work the holiday will be compensated for all actual hours worked at one and one-half times their normal rate of pay. Employees who actually work on Christmas Day, Thanksgiving Day or the Friday after Thanksgiving, in addition to the pay in lieu of holidays, will be compensated for all actual hours worked at two times their normal rate of pay. However, overtime and holiday compensation shall not be pyramided.
- (e) Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.
- (f) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave on the scheduled workday before or the scheduled workday after the holiday.

D-7 JOB REASSIGNMENT (WORKING OUT OF CLASSIFICATION)

From time-to-time, Department Heads may find it necessary to assign employees to work out of classification. Department Heads may select the most appropriate available employee for any out-of-classification assignment, based upon the skill, experience, and past work performance of the available employees. Where all these factors are substantially equal, the most senior employee will be selected for any higher out-of-classification assignment, and the most junior employee will be selected for any lower out-of-classification assignment.

Employees who are required by their Department Head to temporarily serve in a position with a higher job classification and responsibilities than their normal position for a minimum of one hour shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. The employee will receive no less than a 3% increase in pay for working in the higher position, but in no event shall such an employee receive more than the maximum rate of pay for the higher position in which he is temporarily assigned to work. However, no employee may be temporarily assigned to a higher position and receive the rate of pay for that position without actually performing the work of the higher position.

If an employee is temporarily assigned to a lower rated classification, the employee will receive their normal rate of pay unless the re-assignment is to accommodate some non-job related injury or physical limitation.

If any employee is temporarily assigned to work in a higher classification and such employee takes paid leave on the day they are scheduled to work in the higher classification, such leave time will be paid at the employee's regular rate of pay and not at the rate of the higher classification. Paid leave time includes, but is not necessarily limited to personal day, sick day, compensatory time, vacation time etc.

Electric Generation Personnel: Shift Breakers, other than Relief Switchboard Operators, who are scheduled to work temporarily in a higher classification during plant operations will not be

scheduled nor compensated for said higher classification during periods when operation employees move from shift hours to maintenance hours.

If the re-assignment (upward or downward) becomes permanent, the rate of pay for the employee's new job classification that they actually are working goes into effect.

D-8 SHIFT DIFFERENTIAL

Shift employees who are scheduled and actually work the first shift or the third shift shall be paid a shift differential premium in addition to their regular rate of pay. First shift employees shall receive a 75-cent per hour shift differential premium and third shift employees a 50-cent per hour premium. Public Service employees who work a snow removal shift shall be paid a shift differential premium of 35-cents per hour for all hours worked between 8:00 p.m. and 4:00 a.m.

D-9 ATTENDANCE

All employees must report to work on time and continue on duty for the entire period of their assigned work day unless their absence has been approved as provided elsewhere herein. If an employee cannot report for work at the assigned time due to illness or other cause, he/she must notify his/her Department Head or their designee as soon as possible, but in no case, less than the time specified in Article M-3(c).

Employees reporting to work in uniforms or civilian clothing which are not in good condition or acceptable appearance or whose personal appearance is unacceptable can be sent home, without pay, at the discretion of the Department Head or his designee, to change into proper attire.

D-10 TRAINING

New employees shall receive appropriate training. It is the policy of the City, however, to encourage job training and educational opportunities for all employees. Training aids and educational material shall be made available whenever possible, and all supervisors are encouraged to hold periodic meetings with their employees for training purposes.

The City will pay employees for all time spent attending City-required training courses.

When an employee is required by law or by the Employer to go to school or take special training to maintain his job or to advance in his department, the City will provide or reimburse the employee for transportation, meals, lodging, and cost of school or training.

When out of town on City business per diem will be provided in accordance with the City's adopted meal policy.

If an employee is required by the City to take his own vehicle, the employee will be reimbursed per mile at the Federal IRS allowable rate. If a City vehicle is available and an employee chooses to take their own vehicle, the employee will be reimbursed for actual fuel expenses (receipts required) rather than the per mile rate. If two (2) or more employees are attending the

same training, the employees must ride together. If they choose not to do so, the city is only responsible for reimbursing the fuel expenses for the equivalent of one (1) vehicle.

Any employee attending mandatory training on his regular work day will be paid for eight (8) hours, at the regular rate of pay for his or her position. Any compensable overtime hours resulting from attending mandatory training shall be compensated at 1½ times the employee's regular rate of pay.

D-11 EDUCATIONAL REIMBURSEMENT

Any employee wishing to pursue job-related education courses may apply for educational reimbursement for 50% of the cost of tuition and books from the City according to the following guidelines:

- (a) The employee must have completed twelve (12) months of continuous service with the City;
- (b) After recommendation by the Department Head, all reimbursement shall be conditioned upon the employee receiving prior approval from either the City Manager or designee to take the course;
- (c) The request to take the course shall be submitted in writing not less than fifteen (15) days prior to the first day upon which such course or courses begin;
- (d) The course involved must be of adequate substance and be job related; and
- (e) After proof of successful completion (C- or better) of the course or courses is presented to the Finance Director, the employee will be reimbursed for 50% of the cost of tuition and books. Receipts must be submitted in order to receive reimbursement. Per IRS regulations this is a taxable benefit, therefore reimbursement will be made through payroll.

D-12 RESIGNATION

Any employee may resign by submitting his written resignation, if possible, at least 14 calendar days prior to the proposed last day on the job. Voluntary resignation forfeits all seniority rights.

ARTICLE E. USE OF VEHICLES

Whenever practical, City employees shall use City owned vehicles to conduct City business. However, when such vehicles are not available and an employee must use his personal vehicle, the expense of operating that vehicle shall be reimbursed to the employee per mile at the Federal allowable rate. Employees using their personal vehicle while on duty are required to provide licensing, fuel, lubricants and maintenance for their vehicle at their own expense. Liability insurance complying with Kansas State Law must also be provided by the employee.

ARTICLE F. OTHER EMPLOYEE BENEFITS

The City shall continue in full force and effect without variance, the current policies of the State of Kansas K.P.E.R.S. pension plan unless amended by mutual agreement between City and employee organizations.

The City shall annually contribute the sum set forth below per full-time regular employee to a group medical insurance plan (includes dental & life insurance) for those full-time regular employees and their dependents participating in the plan

FY 2023 (April 1, 2023 to March 31, 2024): \$10,712.00 per budgeted position

If the City's maximum contribution outlined above does not fully fund the cost of the group medical insurance plan, the City may immediately implement an employee contribution plan to fund any projected deficit. To the degree possible, the employee contributions shall be for employee dependent coverage. If there is any excess money in Fund 350, beyond that necessary to provide for continued coverage of expenses incurred under the insurance plan, those funds will be used to pay for any premium increase that would otherwise be the responsibility of the employees, under this paragraph.

The City may use any amount remaining in Fund 350 Risk Management to cover medical insurance premiums, or it may retain those amounts for use in future years. Any refunds or dividends received from third party reinsurers or others shall be deposited in Fund 350 Risk Management to be used to cover future insurance premium payments.

No employee shall be entitled to any cash payment in lieu of medical care insurance coverage.

All costs for health care insurance shall be paid by the employee during any period the employee: is on a leave without pay (excluding FMLA-covered leave, during which employees must continue to pay their dependent premium contributions, if any); is on unauthorized leave; or is participating in any unlawful work stoppage.

ARTICLE G. STANDARDS OF CONDUCT AND PROGRESSIVE DISCIPLINE

G-1 AUTHORITY TO DISCIPLINE

The City Manager and respective Department Heads are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees as may be appropriate from time-to-time.

G-2 GENERAL POLICY

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the

highest possible level of courteous and professional public service. Discipline in the City organizations is for the most part “self” discipline. It is the duty of the employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what they do and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for the City Manager, the Department Head or Supervisor to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section G-6 of this Article.

G-3 DISCIPLINARY ACTIONS

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct, or negligence does not have to follow the steps identified below in any particular order or sequence. The disciplinary action taken shall be reflective of the severity of the misconduct, negligence or unsatisfactory performance, and any other incidents of misconduct, negligence, or unsatisfactory performance in the City’s file on the employee. The employee’s overall work history, and any other pertinent factors, shall be considered in determining whether it would be appropriate to reduce the level of discipline.

- (a) *Verbal Warnings.* A verbal warning is an oral reprimand given to an employee by their Supervisor, Department Head or City Manager. A written record of the warning shall be recorded in the employee’s file. Verbal warnings shall not be used as the basis for disciplinary action, after two (2) years from the date of the warning, and shall be removed from the City’s personnel file on the employee.
- (b) *Reprimand.* A reprimand is a written censure to an employee by their Supervisor, Department Head or the City Manager, a copy of which shall be recorded in the employee’s personnel file. Reprimands shall not be used as the basis for disciplinary action, after four (4) years from the date of the reprimand, and shall be removed from the City’s personnel file on the employee.
- (c) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range. Demotions will be based on fitness or job performance.
- (d) *Suspension.* A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. An employee placed on suspension shall not be present at their work site without written permission from the Department Head (except to present a grievance under Article H or for union activities outlined in Article W).
- (e) *Dismissal (Discharge or Termination).* Dismissal is the removal of an employee from City employment. Employees who are discharged from City service shall be entitled to receive all accrued pay (including any accrued vacation leave,

compensatory time, and personal days due to the employee) on the next regular payday following discharge.

G-4 OFFICIAL COMMENDATION

When the City Manager or Department Head observes or learns of an employee who has made an outstanding contribution to his department by exercising good judgment, showing courage in a difficult situation, suggesting ways to save time and money, demonstrating outstanding service to the public, or in any manner which the Department Head or City Manager feels it is justified, an official commendation will be completed and filed in the employee's personnel file. The City Manager will distribute copies to the news media and City Commission, when appropriate.

G-5 PROCEDURE FOR DISCIPLINARY ACTION

Whenever, it appears discipline may be appropriate, and additional information is needed before a decision can be made, management shall initiate an investigation into the situation, either personally or by a designee. The investigation shall include interviews of any complaining employee or citizen, interviews with any available witnesses, and a discussion of the situation with the accused employee (during which the employee shall be given an opportunity to provide his or her side of the story). Any accused employee may be represented by a Union representative during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee.

- (a) At the conclusion of the investigation, the findings of the investigation shall be documented in writing. The Department Head or their designee, shall consider the findings of the investigation, and shall make a tentative disciplinary decision. At that time, the Department Head or their designee shall again meet with the employee (and employee organization representative, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- (b) The Department Head or his/her designee shall then make a final decision as to the disciplinary action, and provide written notice of the action to the employee. A copy of the documentation of the misconduct, negligence, or unsatisfactory performance, and written documentation as to form of disciplinary action taken, shall be inserted into the employee's personnel file. The employee may submit comments in writing to be attached to the record of the disciplinary action.
- (c) Notwithstanding the availability of this formal investigatory process, nothing in this section shall prohibit supervisors or managers from holding informal, non-disciplinary coaching and counseling discussions with employees. However, if during any such discussion it becomes apparent that discipline may be appropriate, management shall immediately discontinue the coaching and counseling discussion and initiate a formal disciplinary investigation.

G-6 UNSATISFACTORY PERFORMANCE

In cases involving unsatisfactory performance of an employee's duties – if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence – Management shall notify the employee of the shortcomings in his or her job performance, explain the City's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training.

G-7 ADMINISTRATIVE LEAVE

Employees may be placed on paid administrative leave pending investigation of any incident of misconduct or negligence, if such leave is appropriate in the reasonable judgment of the Department Head. Management should complete its investigation and reach a decision regarding any discipline within ten business days after placing any employee on administrative leave, except in extraordinary circumstances.

Employees who have been arrested for criminal conduct may be returned to work, placed on paid leave, or placed on unpaid leave, at the discretion of the City Manager, pending final resolution of the matter.

Subject to the provisions of Article W, an employee on administrative leave shall not be present at the work site without written permission from the Department Head or the City Manager and, if requested, the employee shall turn in all City issued equipment.

G-8 MISCONDUCT SUBJECT TO DISCIPLINARY ACTION

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including discharge from employment. *This list is not exclusive, it is only representative of the types of misconduct which subject an employee to disciplinary action.* In some cases, these acts may warrant dismissal (even if it is a first offense) rather than some lesser form of discipline. Factors such as the seriousness of the misconduct, any prior warnings or instructions the employee may have received, and the employee's prior disciplinary record will be considered when determining the appropriate level of discipline.

- (a) Violation of the City's prohibition against harassment in the workplace (Articles X and Y).
- (b) Discharge of duties in a manner which results in discrimination against any person on the basis of race, religion, color, sex, age, disability, veteran status, national origin, or ancestry.
- (c) Violation of the City's Drug and Alcohol Abuse Policy (Article EE).

- (d) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order, regulation, or policy.
- (e) Conviction of or being granted a diversion for a violation of any state or federal criminal law involving dishonesty and/or violent behavior. "Violent behavior" as used in this subsection shall include any act that involves physical contact with the victim or target of the conduct in question, and any act that involves the intentional destruction of another person or entity's property, but shall not include mere verbal altercations unless such altercations include threats of immediate bodily harm.
- (f) Conviction of or being granted a diversion for driving under the influence while operating a City vehicle.
- (g) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- (h) Giving or attempting to give any monetary consideration, or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.
- (i) Taking or offering to take from any person for the employee's personal use, any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing or service of value with the intention to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or services of value through his or her position in the service of the City.
- (j) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a Supervisor, Department Head or City Manager, or knowingly making a false statement to any employee or officer of the City if the false statement has a negative impact on City business or on the ability of any City employee to perform his or her job duties.
- (k) Negligent or willful damage to public property, or waste of public supplies or equipment.
- (l) Wrongful taking or using any funds or property of the City for personal use or for sale or gift to others, or the making of any false claim against the City.
- (m) Neglect of duty, or willful or continued failure to render satisfactory service.

- (n) Claiming leave time under false pretenses, or falsifying attendance records for one's self or another employee.
- (o) Sleeping on the job.
- (p) Disclosing confidential records or information, unless directed to do so by the appropriate Department Head or Supervisor.
- (q) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- (r) Remaining absent without leave and without calling to report the absence within the time limits specified in Article M-3(c) for three consecutive working days.
- (s) Failure to abide by resident requirements set forth in the City of Coffeyville Code of Ordinances as a condition of employment.
- (t) Violation of City or departmental safety policies and procedures, or willful or negligent creation of unsafe conditions in the workplace. Failure to notify a supervisor of unsafe working conditions, or of known safety violations.
- (u) Inattention to duty, carelessness, breakage, or loss of public property or funds.
- (v) Creating disruptions in the workplace.
- (w) Discourteous or disruptive conduct or other offensive behavior in public while on duty, toward members of the public while on duty, or toward employees or officers of the City at any time (provided that this rule shall not be interpreted in a way that would limit constitutionally protected expression).
- (x) Abuse of leave, excessive absenteeism, or tardiness.
- (y) Temporarily leaving the workplace without the approval of the appropriate Supervisor (includes unauthorized extended break periods).
- (z) Failure to give proper notice of absence.
- (aa) Making any written or oral public statement about the City of Coffeyville or a City Employee that is knowingly false or malicious.
- (bb) Unauthorized possession of firearms or other weapons on the job.
- (cc) Violation of personnel policies and guidelines or departmental policies and guidelines.

ARTICLE H. GRIEVANCES AND HEARINGS

The term “grievance” refers to a written statement of dissatisfaction, made by a public employee or employee organization, concerning the interpretation or application of this Agreement.

- A. A grievance initiated by an employee, or by the employee organization on behalf of an employee, shall proceed in the following manner, provided that the time limits of any step may be waived by mutual agreement of the parties, expressed in writing. An employee shall be allowed to be represented by the Union at any stage of the grievance process.

FIRST STEP: The employee shall discuss his or her grievance with his or her immediate Supervisor within seven (7) calendar days of the date after the employee or employee organization knew or should have known of the event giving rise to the grievance. If a mutually satisfactory settlement is not reached within three (3) working days after the grievance has been discussed, then:

SECOND STEP: The grievance shall be reduced to writing and submitted to the Human Resources Director within three (3) additional working days. If the Human Resources Director is unavailable, the grievance may be submitted directly to the appropriate Department Head. The grievance shall state the claim or complaint along with the date and approximate time of the occurrence upon which the complaint or grievance is based. The written statement should contain the identity of the party or parties alleged to have caused the grievance, the specific action or decision challenged in the grievance, the specific provisions of the Agreement alleged to have been violated, and the remedy sought. The Human Resources Director will date-stamp the grievance, and forward it to the Department Head for review. If a mutually satisfactory settlement, expressed in writing, is not reached within ten (10) working days after the grievance has been so presented, then:

THIRD STEP: The employee, along with a representative of the employee organization, shall present his or her case along with the written statement, to the City Manager or his designated representative, within three (3) additional working days. If a mutually satisfactory settlement or an agreement to extend the time limit is not reached within ten (10) working days after the grievance has been so submitted, then the matter may be submitted to arbitration as herein provided.

All appeals and answers referred to in this section, after the first step, must be in writing. In the event any of the appeals or answers are given by mail, the postmark shall be considered to be the date of filing of either the grievance, grievance answer or appeal.

- B. In the event any of the Supervisors referred to in this procedure are within the bargaining unit, the initial grievance should be submitted at the lowest level of management that is not within the bargaining unit.

- C. The time limits provided for in this Article shall be strictly construed, and the failure of the grieving party or labor organization to meet the time limits provided for shall result in the dismissal of the grievance. Failure of the responding party to meet the time limits provided for in this Article shall result in the grievance being moved to the next step in the grievance procedure. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties.
- D. In computing any period of time prescribed in this Article, the date of the act, event or default from which the designated period of time begins to run shall not be included. Whenever a party is required or permitted to do an act within a prescribed period after service of an appeal or answer upon him and the appeal or answer is served by mail, three (3) days shall be added to the prescribed period.

ARTICLE I. ARBITRATION PROCEDURE

- A. In the event, IUOE Local 123 is not satisfied with the final result of the grievance procedure, IUOE Local 123 may file a notice to arbitrate with the other party within seven (7) calendar days after the final response has been rendered under the grievance procedure. Simultaneously with the filing of the notice to arbitrate, the filing party shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Each party may request one (1) additional panel in the event either party determines the panel presented to be unacceptable. The two parties shall split the Federal Mediation and Conciliation Service fee for the first panel of potential arbitrators, and the party requesting any additional panel shall pay the fee for the additional panel.

Within two weeks after receipt of the list from the Federal Mediation and Conciliation Service, representatives of the parties shall hold a telephone conference for the purpose of selecting an arbitrator. The grieving party shall first strike a name from the list of proposed arbitrators; the responding party shall next strike a name from the list, and the parties shall alternately strike names from the proposed list until one arbitrator is selected. The arbitrator shall be notified of his selection within five (5) calendar days after the arbitrator has been selected, and the parties shall request from the arbitrator a list of available dates for the scheduling of the arbitration hearing.

- B. The issue to be submitted to the arbitrator shall be the same topic as initially submitted through the grievance procedure. It is the intent of the parties that issues not be submitted to an arbitrator until those issues have been considered through the grievance procedure.
- C. The arbitrator shall be called upon to interpret the Agreement but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Agreement. The arbitrator shall have no power to award punitive damages or damages for pain and suffering, mental anguish, attorney's fees, front pay,

interest, or other similar types of damages. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing.

- D. The cost of the arbitrator shall be borne equally by both parties, except that each party shall be responsible for costs relating to their witnesses or representatives at the hearing.

Such costs shall include any fees imposed on the parties if a matter is resolved by settlement, but not within the time frame to avoid an arbitrator's cancellation fee. Any other cancellation fees shall be paid by the party responsible for such cancellation.

- E. The decision of the arbitrator shall be final and binding on all parties, provided that the arbitrator's decision draws its essence from this Agreement and is consistent with State and Federal law. The arbitrator's decision shall be subject to deferential judicial review, along the lines typically used in reviewing labor arbitration decisions.

ARTICLE J. WORK STOPPAGE

- (a) The Employer, employee organizations and other employees acknowledge that KSA Section 75-4333 (c)(5) prohibits strikes and/or lockouts. The employee organizations and the City agree to abide by the laws of the State of Kansas and continue to protect the citizens of the community at all times, including periods of labor disputes. No employee organization official or agent shall directly or indirectly encourage bargaining unit members to engage in work stoppage activities, and no employee shall engage in any work stoppage. The City shall not engage in any lockout of City employees.
- (b) In the event of any violation of this Article by employees represented by an employee organization, the Employer shall promptly notify the employee organization. Upon receipt of such notification, the employee organizations agree to notify all employees engaged in such prohibited activity by certified mail and whatever additional means are appropriate that such actions are in violation of state law and this Agreement, and to urge such employees to cease such activity. The employee organizations also agree to use their best efforts to ensure that any employees involved in such prohibited activity cease such prohibited activity as soon as possible. The Employer is free to pursue any and all legal means to insure compliance with this Article.
- (c) Any employees in violation of this Article may be terminated by the Employer. However, the employee so disciplined shall have the right to use the grievance and arbitration procedures of this Agreement for the purpose of attempting to prove that the employee was not involved in the activity alleged, or that the activity did not constitute a strike, slowdown, or work stoppage. The employee

shall have no right to appeal the right of the Employer to discharge the employee if the employee was involved in activity in violation of this Article.

- (d) The Employer shall not request or instruct any employee to go through a lawful primary picket line of a striking employee organization. If material or equipment is needed immediately, the Employer agrees to notify the employee organization involved, who in turn shall aid in obtaining said equipment without necessity for causing any trouble. If there is an extreme emergency, this subsection shall not apply.

ARTICLE K. REDUCTION IN FORCE

In the event it becomes necessary to reduce the working force in any classification, employees in such classification shall be reduced in reverse seniority order provided that the employees in said classification are determined by the City Manager to be equally qualified. For purposes of this provision seniority is determined in order of priority as follows:

- (1) Seniority in the Classification
- (2) Seniority in the Division
- (3) Departmental Seniority
- (4) City Seniority

In lieu of lay off, an employee may displace (“bump”) the lowest seniority employee within the same Department who is performing a job in an equal or lower classification. Provided, that the senior employee must be qualified to perform the job held by the lowest seniority employee. For purposes of this provision, department seniority will control. An employee may not displace an employee in his same classification. Such an employee who exercises his right of displacement must return to his former classification upon being recalled by the City. However, an employee loses his right to return to his former classification if he has been a successful bidder for another job during his displacement from his former classification. Only one bump per employee per lay off will be allowed. If after the bump the employee is unable to perform the duties of the job they will either be laid off or re-assigned, at the discretion of the City Manager, regardless of seniority. Bumping privileges are not available for employees in their initial training period or any extension thereof.

The names of employees who have been laid off shall be maintained by the City Personnel Department and shall be eligible for recall for a period of 24 months. The last employee laid off within a classification shall be the first employee recalled, provided such employee is otherwise qualified to perform the duty of the position in question and able to return to work within fourteen (14) calendar days after notification of recall. Fourteen (14) calendar days notice, or pay in lieu of notice, shall be given to employees before layoff. Employees that have been laid off shall notify the City Personnel Department in writing every ninety (90) days of their intent to be recalled by the City, and of their contact information for the next upcoming ninety (90) days. An employee who has been laid off and rejects a call back to employment to his former or comparable position shall immediately forfeit all rights for reemployment. Should an employee be recalled, upon the date of recall, sick leave days accrued on the date of layoff will be

reinstated and vacation will begin accruing at the rate earned for years of service. Seniority rights will be reinstated based on years of service as of the date of the lay off. Employees who have been on layoff status in excess of twenty-four (24) months shall be considered new hires if rehired.

ARTICLE L. WAGE ADMINISTRATION

L-1 PAY PERIODS

All personnel shall be paid on every other Friday for hours worked during the preceding pay period. There will be a total of 26 bi-weekly pay periods annually. The last paycheck of the year shall be the last regular full paycheck. If corrections to payroll in amounts greater than Fifty Dollars (\$50.00) are necessary, they will be made as soon as practicable, rather than waiting until the next regular pay day.

L-2 WAGE SCHEDULE

- (a) Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned.
- (b) Each of the increases to base wage rates set out herein shall go into effect unless the City Commission declares an economic hardship at least thirty (30) days prior to the date upon which the wage increases are scheduled to go into effect.
- (c) Generally, new employees start at the minimum wage for a given position and receive an annual incremental step increase during each of the next four (4) or five (5) years, until they reach the maximum pay for that position. However, a number of factors can affect the above scenario.
 - Some City positions have a single set wage, rather than a minimum to maximum wage range. All employees in those particular positions shall be paid the identified wage for that position.
 - Based on a determination by the City Manager, the City may choose to start a new employee at an amount higher than the minimum wage for a particular position, due to the applicant's length of related prior work experience, education, training completed, special skills mastered, etc.
 - As an award for superior performance, early completion of required training, or certification for a particular position, etc., the City Manager may implement a mid-year wage adjustment for a given employee, not to exceed the maximum wage for that employee's position.
 - Subject to the grievance and arbitration provisions herein, the City Manager may deny any employee an annual step increase, based on written documentation of unsatisfactory performance by the employee during the 12 month period preceding their eligibility for the annual step increase, or based on failure to complete required certifications or training.

- Pay raises shall become effective for the full pay period whose end date occurs after the wage adjustment approval. This may result in raises covering some days prior to the wage adjustment approval.

The above statements of the City Manager's administrative authority are by way of example and not meant to be an exhaustive list.

L-3 STARTING WAGE AND WAGE INCREASE

New employees shall normally be paid the minimum rate specified in the current policy resolution for their classification. However, exceptionally well-qualified individuals may be employed at a rate above the minimum with the approval of the City Manager.

L-4 PAYROLL DEDUCTIONS

The City is required by law to make certain payroll deductions from wages paid, e.g., federal and state taxes, social security, child support and other garnishments. The City will comply with all laws regarding payroll deductions.

L-5 TIME CLOCKS

The City shall have the right at any time during the term of this Agreement to introduce time clocks for time tracking within the bargaining units covered herein. Such time clocks will be used to track employee attendance and working time by use of time cards, identification badges, biometrics, or some other reliable system. Upon implementation, the time clock system shall be the primary resource for determining time worked by employees within the bargaining units, and wages shall be calculated based on actual time worked, with no rounding. In any case where the time clock entry is not accurate, the employee and his or her supervisor will correct the entry or provide information to the Human Resources Department sufficient to allow the Department to correct the entry. Employees who persistently fail to clock in or out as required may be subject to discipline, but must be paid for all time worked regardless of whether the employee has timed in or out as required.

ARTICLE M. EMPLOYEE LEAVE

M-1 VACATION LEAVE

Paid vacation leave shall be accrued (earned) and paid in accordance with this Article. Vacation leave will be paid at the employee's regular rate of pay (except as provided for in Section D-8). No employee shall be permitted to use vacation leave for any period spent on unauthorized leave.

- (a) *Regular full-time employees.* A regular full-time employee who works fewer than twelve days in any month shall not accrue vacation credit for that month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal days, and compensatory time.

Regular full-time employees accrue vacation leave according to the following schedule:

Yrs of Continuous Service	1 yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19
Days Accrued Per Month	0.583	0.833	1.25	1.50	1.667	2.083
Days Accrued Per Year	7	10	15	18	20	25
Maximum Days of Vacation Leave that can be taken at one time	5	10	15	18	20	25
Maximum Total Days of Vacation Leave Accumulation Allowed	7	20	30	36	40	50

- (b) Employees who pass their 25 year anniversary will accrue one additional day of vacation for every three (3) years thereafter (i.e; over 28 years service will accrue 26 days vacation).
- (c) *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.
- (d) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the first six months of employment. Employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the first six months of employment. Employees terminated prior to completing their first six months of employment are not entitled to receive any vacation pay upon termination.
- (e) *Holiday During Vacation – General Employees Only.* City holidays which occur during the taking of a general employee’s authorized vacation leave shall not be counted as a day of vacation.
- (f) *Accrual of Vacation Leave.* Vacation leave shall be accrued by employees at the current rate applicable for their years of service, from one anniversary date to the next anniversary date. An employee may only utilize the vacation leave after it has been fully accrued for a twelve month period from one anniversary date to the next. Exceptions may be made as solely determined by the City Manager (or his designee) in the case of special circumstances.
- (g) *Limitations on Vacation Accrual.* Vacation leave may be taken as soon as it has accrued. An employee cannot accumulate or accrue vacation leave in excess of the maximum total days/shifts of accumulation allowed in the schedule set forth in this Section. Any employee who has reached the maximum accrual level shall not accrue any additional vacation time during any month in which his or her

accrued vacation is at the maximum level. The employee shall again be eligible to accrue vacation pay in the month following the month in which he or she uses vacation leave, thereby bringing his or her total accrual below the maximum level.

- (h) *Postponement of Scheduled Vacation Leave.* An employee's scheduled vacation may be postponed by the Department Head if necessitated by a manpower shortage. If an employee is required to work during any scheduled vacation leave, such employee shall take his vacation leave at a later date if at all possible. If the availability of manpower precludes the employee from taking the vacation leave at a later date, the employee, as determined by the City Manager, may be authorized to temporarily accumulate vacation in excess of the limits set forth in the schedule, or may be paid for such vacation leave at the employee's regular rate of pay. Further, any employee whose approved vacation leave is cancelled shall be paid at one and one-half times his or her regular hourly rate during the first shift that would otherwise have been part of the employee's scheduled vacation.
- (i) *Department Shutdowns.* In the event that a department is going to be shut down for any reason, the affected employees may take their vacation leave during such shutdown period rather than be on leave without pay.
- (j) *Minimum hours.*

Employees may use vacation leave in increments of not less than one hour, subject to the approval of the Department Head.

- (k) *Scheduling.*

All vacation leave requests are subject to the approval of the City Manager, Department Head, or their designee. Scheduling of vacations shall be subject to the control of each Department Head, and requests to use vacation leave at any particular time shall be granted or denied based upon the need to insure the orderly and efficient operation of City services.

Each employee shall consult with their Supervisor or Department Head at least one week in advance of their desire to take vacation leave, unless there are extenuating circumstances as agreed to by the employee and the City. In cases where the requested vacation schedules of two or more employees would adversely affect the orderly operation of the City, vacation shall be granted on a first requested, first granted basis. However, if two employees submit their request simultaneously, vacation shall be granted on the basis of seniority.

Employees may cancel scheduled vacation so long as cancellation does not cause any adverse effect for co-workers who have been rescheduled to accommodate the vacation request.

- (1) *Termination.* Upon termination, any regular full-time employee shall be compensated for all accrued but unused vacation leave, plus any vacation leave that has been accruing during the then-current anniversary year but that has not yet been available for use by the employee. Vacation shall be paid at the employee's final regular rate of pay.

M-2 PERSONAL DAYS

- (a) One day, with pay shall be granted each regular full-time employee and shall be designated a personal day during the calendar year. Full-time employees must have completed one year of continuous employment with the City before being eligible for this benefit. A personal day shall not be considered a vacation day. A personal day shall be granted provided that a personal day shall be scheduled in such a manner as not to create overtime. The personal day shall be scheduled with the approval of the Department Director or City Manager. Each employee is encouraged to notify his/her supervisor at least one (1) week in advance of the desire to take a personal day, unless there are extenuating circumstances. Personal days cannot be subdivided, and must be used on a full-day basis.
- (b) *Additional Personal Day.* Full-time regular employees who work any full calendar year after their first year of employment without taking any sick leave will be granted an additional personal day with pay during the next calendar year.

M-3 SICK LEAVE

Full-time regular employees shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or during a scheduled vacation, subject to the provisions of Article M-3(k). Temporary, seasonal and regular part-time employees are not eligible for sick leave benefits. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

- (a) *Accrual of Sick Leave.* Full-time regular employees who work twelve (12) days or more in any month shall accrue one (1) day (8 hours) of sick leave per month of service. Days worked shall include regularly scheduled days worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) *Accumulation of Sick Leave.* Sick leave accrual is limited to two hundred sixty (260) days for all full-time regular employees. Employees who have accrued the maximum amount of sick leave, or who currently have more than the maximum amount of sick leave, shall not accrue any additional sick leave until the month following any month in which the employee uses sufficient accrued sick leave to bring his or her total accrued sick leave below the applicable limit.

Whenever any employee uses six (6) months of sick leave in any twelve-month period and is eligible to apply for disability benefits under KPERS, he or she must

apply for those benefits. If the employee is approved for permanent disability benefits, any accrued sick leave for that employee shall expire, and shall have no value to the employee, except that any payment for accumulated but unused sick leave time that would be available to a retiring employee under Section M-3(f), herein, will be paid to the disabled employee. Employees who are placed on long-term disability leave shall be removed from the payroll, and may be replaced. But, if any such employee recovers and is released to return to full-time regular duty within one year after the date on which he or she last performed actual work for the City, the employee shall have the right to bump back into his or her former job. Any employee hired in the interim to fill the position may be discharged as a result of this move.

On a case-by-case basis, the City and the applicable employee organization may agree to make an exception to the requirement that employees apply for disability leave after spending six months on sick leave, such as in situations where it appears likely that the employee will recover sufficiently to return to duty in the near future.

(c) *Notification.*

General employees. To be eligible for paid sick leave an employee, or their representative, shall notify the employee's immediate Supervisor and give the reason no later than one-half hour before the assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided at least one day's notice in advance to their immediate Supervisor.

Shift employees. To be eligible for paid sick leave, an employee or their representative, shall notify their immediate Supervisor and give the reason for the absence no later than one-half hour prior to their assigned start time of any workday for which sick leave is to be taken. Further, an employee may utilize sick leave with pay for physical examinations and dental work if they have provided notice to their immediate Supervisor by at least the shift the employee worked prior to the requested absence.

(d) *Physician's Certificate.* At the discretion of the City Manager, Department Head or their designee, an employee may be required to provide a signed statement from a health care provider verifying the employee's inability to perform their assigned duties due to illness for each absence due to illness or physical disability in excess of three (3) working days. If the City Manager, Department Head, or their designee has reason to believe that an employee may be abusing sick leave, the manager in question shall inform the employee of the reasons for his or her concerns, and may require the employee in question to provide a physician's certificate for all subsequent absences allegedly due to illness or physical disability, until such time as management is no longer concerned that the employee is or may be abusing sick leave.

(e) *Rate of Pay.* The rate of pay for sick leave shall be figured at the employee's regular base rate of pay at the time the sick leave was utilized.

(f) *Termination/Retirement.*

Full-time regular employees who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid up to a maximum of 65 days of accumulated but unused sick leave at the employee's regular base rate of pay at the time of the retirement or death.

The unused leave (vacation, sick leave and comp time) to be paid shall not cause final average salary to exceed the 15% increase allowed by the "Spike Law" which states that a member's final average salary cannot be increased by more than 15% or additional actuarial liability will be incurred, as set forth by state statutes at this time. In order to meet this requirement, the number of shifts of vacation and/or sick leave will be reduced below the amounts stated above and in M-1 in order to keep final average wages below the 15% increase.

Any full-time regular employee who terminates their service either voluntarily or involuntarily by means other than retirement or death shall not receive pay for any accumulated sick leave not used at the time of the termination.

(g) *Abuse of Sick Leave.* Any employee who abuses sick leave is subject to adverse personnel action, up to and including dismissal. Sick leave shall be used only for the employee's illness or the illness of a member of the employee's household.

(h) *In Conjunction with Workers Compensation Benefits.* When any full-time regular employee is receiving compensation as a result of a compensable injury, the employee may utilize sick leave under this provision to the extent that is necessary to bring the employee's total benefit payments up to, but not exceeding, his regular base rate of pay. This partial use of sick leave benefits under these circumstances will be extended until the employee has exhausted their accumulated sick leave.

(Employees are not required to use accumulated sick leave to supplement Workers Compensation benefits. If an employee wishes to take advantage of this benefit, then when the employee receives their workers compensation check, they shall sign the check over to the City of Coffeyville. A check equal to the employee's regular base rate of pay will be written for the employee. The amount of sick leave necessary to make up the difference between the workers compensation benefits and the employee's regular base rate of pay will be subtracted from the employee's accumulated sick leave.)

(i) *Partial Absences.*

Full-time regular employees who have an absence for a fraction or part of a day which is chargeable to sick leave shall be charged increments of not less than one hour.

- (j) *In Conjunction With Scheduled Vacations.* If an employee becomes ill while on scheduled vacation, the employee's time away from work will ordinarily continue to be charged as vacation time, for the full length of the scheduled vacation. Employees who remain unable to work due to illness or injury after the conclusion of their scheduled vacation may apply for and use sick leave under the regular terms of this Section M-3. If, however, an employee is hospitalized or similarly fully incapacitated during a scheduled vacation, such that the employee cannot use the time away from work for rest and/or relaxation, the employee shall have the right to convert the remaining time away from work to sick leave, if the employee has sufficient sick leave accrued, preserving the vacation time for future use.
- (k) *Long Term Absences.* Any employee on leave of any kind – whether it be sick leave, injury leave, some other type of leave, or several different types of leave taken together – for a total consecutive period of more than one year shall be discharged from employment, except in cases involving on-the-job injuries where the employee is continuing to recover and where it appears that the employee may eventually be able to return to work.

In the case of any discharge under this Section M-3(b), if an opening in the job classification the employee held when discharged becomes available within two years after the date of the employee's discharge, and if the City elects to fill the opening, the discharged employee shall be entitled to the job, if the employee is then able to perform all essential functions of the job and wishes to return to the job. The employee's ability to perform all functions of the job must be certified by a competent physician, acceptable to the City, in a written fitness for duty report. The employee must accept the position within five days after being notified of the opening, and must be available to begin working within two weeks. The employee must also pass a return-to-work drug test. Any employee who is discharged under this Section and who accepts some other position with the City during the two-year period described herein shall be ineligible to return to the position from which he or she was discharged pursuant to this paragraph.

M-4 MATERNITY LEAVE

A full-time regular employee who becomes pregnant and who has successfully completed her initial training period may claim and receive maternity leave in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status. If medical complications related to the pregnancy exist, the employee may, with the approval of the Department Head,

remain on maternity leave until released by the employee's physician. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see M-9 below.

M-5 BEREAVEMENT LEAVE

Full-time regular employees. In the event of the death of a member of the employee's Immediate Family, Stepparent, Stepchild or a Grandparent-in-law, the employee shall be granted paid bereavement leave to accommodate grieving process, attend services or handle the personal affairs of the decedent occurring during scheduled working hours not to exceed three (3) workdays, which shall be taken consecutively unless otherwise approved by the Department Head. This benefit is intended to supplement the loss of pay for scheduled work.

If any full-time employee desires additional time off in excess of the bereavement leave provided above, it shall be taken as vacation leave, personal day, or compensatory time, subject to the approval of the Department Head. If additional leave is requested, it shall not be denied solely because another employee is on vacation.

Upon request by management, any employee seeking bereavement leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim bereavement leave to which he or she is not entitled shall be subject to discipline under Article G-8(n).

M-6 INJURY LEAVE

- (a) All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor. Even if it is felt at the time the injury will not require medical treatment, at minimum, an incident report should be completed and turned in to the immediate Supervisor.
- (b) Any employee injured on the job shall be eligible to use accrued sick leave during the seven (7) day waiting period for workers compensation claims. *See* Article N.

M-7 MILITARY LEAVE

Military duty means training and service performed by an inductee or enlistee in the armed forces of the United States, including time spent in reporting for and returning from such training and service. It also includes active duty training as a reservist in the armed forces of the United States or as a member of the National Guard. The City will comply with all provisions of the Uniformed Services Employment and Reemployment Rights Act. Please see the Personnel Office for further details.

- (a) *Eligibility.* Any employee who terminates City service for military duty shall be placed on military leave without pay. Such leave shall extend through 30 days after his or her release from City service. If not accepted for military duty, the employee shall be reinstated to his or her present position without loss of status or reduction in pay (see K.S.A. 73-213 et seq.).

- (b) *Restoration.* An employee returning from military leave shall be entitled to employment in the position he or she would have held had he or she remained continuously employed by the City, and not rendered military service, provided he or she makes timely application for reinstatement under the law. In addition, the former employee must be physically and mentally capable of performing the duties of the position involved.
- (c) *Vacation and Sick Leave.* Upon restoration to City service, all unused vacation and sick leave credits accumulated prior to the military leave shall be restored unless the employee had been paid for unused vacation leave at the time of his or her induction or enlistment.
- (d) *Military Training.* Any employee who is a member of a reserve component of the United States armed forces or the National Guard shall be granted military leave, without pay, for any required tour of active duty or field training encampment. Vacation leave with pay may be taken jointly with such military training leave (see K.S.A. 48-22).

M-8 CIVIL LEAVE

- (a) *Civil Leave With Pay.* Full-time regular employees shall be given necessary time off with pay: (1) when performing jury duty; (2) when appearing in court as a witness acting in an official capacity in connection with the City and in answer to a subpoena; (3) when appearing in court as an expert witness in an official capacity in connection with the City; (4) when performing emergency civilian duty in connection with national defense; or (5) for the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

A full-time regular employee who receives a subpoena in connection with a criminal or civil matter (other than to be a witness or expert witness in an official capacity in connection with the City) shall be given a maximum of one day off with pay to comply with the subpoena, provided that: (1) the employee is not a party to the action; (2) the employee is not related by blood or marriage to a party to the action; and (3) the employee does not have a financial interest in the outcome of the action.

An employee who is required to serve on jury duty shall receive their normal base rate of pay for their normal work schedule that coincides with the time they perform jury duty, minus any compensation received from the court. Copies of the payment vouchers issued by the court must be submitted before such compensation shall be allowed; or, if the employee is paid for a full day's work before the check from the court is received, it will be necessary for the employee to sign the payment from the court over to the City.

- (b) *Civil Leave Without Pay.* If any employee is involved in a personal lawsuit either as a plaintiff or as a defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to use any accumulated vacation leave or compensatory time off.

M-9 FAMILY AND MEDICAL LEAVE ACT PROVISIONS

- (a) In accordance with Family and Medical Leave Act of 1993, as amended in 2009, any qualifying employee will be granted up to 12 weeks of unpaid family and medical leave. Such leave is available as the result of the birth, adoption, or placement of a child for foster care, to care for a spouse, child, or parent with a serious health condition, due to the employee's own serious health condition, or due to a qualifying military exigency. Up to 26 weeks of unpaid leave is available for military caregiver leave on a one-time basis per FMLA regulations. FMLA leave shall be calculated on a rolling 12 month basis. Where possible, employees are required to provide at least 30 days notice before beginning to take leave.
- (b) *Use of paid leave.* Employees on FMLA leave shall utilize their accrued sick leave, vacation leave, and personal day(s) to cover any period of Family and Medical Leave concurrently with their FMLA leave, and shall convert to unpaid leave for any remaining portion of the twelve week allowance once all accrued paid leave is exhausted; except, that a maximum of twenty (20) days of paid sick leave for regular full-time employees shall be available when FMLA-covered leave is used to provide care for a family member, or to spend time with a child following the child's birth, adoption, or placement with the family. *See Article M-3(j).* At employee's option, they have the right to reserve five (5) days of accrued sick leave for post FMLA use. Employees who reserve accrued sick leave will not be eligible to receive any donated leave hours.
- (c) *Eligibility.* an employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for the City, the total number of weeks leave to which both are entitled to will be limited to 12 weeks during any 12 month period, if the leave is used to care for a child after birth, to care for a child after adoption or following placement in foster care, or to care for an employee's parent with a serious health condition. Where leave is requested as a result of a serious health condition, the employee will provide the City a certification statement issued by a health care provider. Should there be a question of the validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and Employer.
- (d) *Restoration.* An employee returning from FMLA-covered leave will be entitled to return to their position or to a position with equivalent benefits, pay and other terms and conditions of employment.

- (e) *Vacation and Sick Leave.* Employees on unpaid family leave will not accrue any vacation, or sick leave benefits; however, during the time period when the employee is utilizing accrued sick leave, vacation leave, or personal days, the employee will accrue said benefits.
- (f) *Health Insurance Coverage.* The City will continue to provide health care coverage under the same conditions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) that have been paid on behalf of the employee to maintain health care coverage. If failure to return to work is due to continuation, recurrence or onset of a serious health condition beyond the employee's control, the employee will not be liable for health care premiums paid while on family leave. In such cases, a certification issued by a health care provider will be required.

M-10 OTHER LEAVE

- (a) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars and conventions related to the employee's work for the City when such attendance is required and authorized in advance by the employee's Department Head.
- (b) *Leave of Absence.* A full-time regular employee, upon written request, and with the recommendation of his or her Department Head, may be granted a leave of absence without pay for a period of up to 30 days, subject to approval of the City Manager. An employee desiring an extension of the original leave of absence may request an extension in the same manner as the original leave was requested. All such leaves of absence shall be discretionary with the employer. Employees not returning to work at the end of an approved leave of absence shall be considered by the Employer to have voluntarily terminated their employment with the City. Employees reporting for work at the conclusion of the leave of absence shall be returned to their original job or a substantially equivalent job, if such a job is available.

M-11 REQUEST FOR LEAVE

Except as provided in Section M-3(c) as to Sick leave and Section M-9 as to Family and Medical Leave, all leave must be authorized in writing by the employee's Department Head prior to leave time being taken. A copy of each leave record, including records of sick leave taken, signed by the employee and the Department Head shall be maintained in the appropriate file.

M-12 ACCEPTANCE OF OTHER EMPLOYMENT WHILE ON LEAVE

Acceptance of employment with another employer while on leave of absence, unless approved in writing in advance by the City Manager, is prohibited and shall result in termination of employment. For employees on medical leave, every effort shall be made to find work that the employee can perform which, in the doctor's opinion, will not aggravate the injury. If such work

cannot be provided by the City, the employee may seek work elsewhere subject to approval by the doctor and the City Manager.

ARTICLE N. WORKERS COMPENSATION

An employee who is injured while in the performance of his/her job is covered by workers compensation laws of the State of Kansas. Such injury entitles the employee to hospital and medical care, plus a subsistence allowance as prescribed by law. Employees and their Supervisors are required to submit an "Employer's Report of Injury Form" to the Personnel Department as soon as possible after obtaining the necessary medical attention.

Additional compensation through the use of accrued sick leave benefits in cases involving compensable injury is available, but only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his or her regular net take-home wage. The time covering partial sick leave payments under these circumstances will be extended to the extent that an employee will receive full normal sick leave. The usual procedure is for the City to pay the employee's full regular salary as long as the employee has sick leave and/or accrued vacation available, and when a workers compensation check is received, the employee signs the check over to the City. The check is then converted into equivalent hours of sick or vacation and credited to sick or vacation accrued. Employees who do not wish to use accrued sick leave benefits to supplement their Workers Compensation benefits are not required to follow this procedure.

ARTICLE O. RECOGNITION OF EMPLOYEE ORGANIZATION STEWARDS

- (a). The City recognizes the right of the employee labor organizations to designate stewards (they may also be called committee persons) who shall be recognized as representatives of the employee organizations. The employee organizations shall notify the City in writing of the names of the accredited stewards.
- (b). No steward shall be discriminated against by the City or its representatives because of the faithful performance of his/her duties as a steward.
- (c). The provisions contained within this Agreement apply to all stewards.

ARTICLE P. EMPLOYEE ORGANIZATION DUES

The City will deduct employee organization dues from the pay of each employee from whom it receives written authorization, and will continue to make such deductions while the authorization remains in effect. Such deductions shall commence in the month following the month in which written authorization is received by the City. The City will make deductions in equal amounts from twenty-four paychecks per full calendar year; except the full monthly payment will be deducted from the final paycheck of any employee who terminates service with the City during the first half of any month. The sums so collected shall be remitted by the City to the business manager of the employee organization, together with a list of the amount deducted from each

employee. The employee organization shall provide the authorization forms and agree to hold the City harmless in case of dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled.

ARTICLE Q. WORKER SAFETY

- (a) All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action. No employee will be required to perform any unsafe act, and employees will receive appropriate training and equipment before performing any hazardous activity.
- (b) The City will establish a Safety Committee, to consist of one hourly employee from each department – Police, Fire, Water Treatment, Waste Water Treatment, Public Service, Electric Distribution, Electric Generation, and Water and Wastewater Collection and Distribution – and such managers or supervisors as the City Manager shall designate, up to a number equaling the number of hourly employees on the Committee. Department management shall select the hourly employee who will serve on the Committee. The Committee shall meet at least quarterly. The Committee shall have the authority to review any situation it believes may create an unsafe working condition, to discuss such issues with Department managers, and to make recommendations for safety improvements to Department managers or directly to the City Manager, as the Committee deems appropriate.

ARTICLE R. APPRENTICESHIP/TRAINING PROGRAMS

The City, and the appropriate union shall, when merited, develop apprenticeship/training programs.

There will be an agreement, in writing between the City and each apprentice/trainee. The agreement, at a minimum will include: term of apprenticeship/training, probationary period, work experience, related training, examinations, and conformance with state and federal law.

ARTICLE S. BULLETIN BOARD

- (a) The City shall designate at least one bulletin board to be utilized by each of the employee organizations for the posting of employee organization materials.
- (b) Materials posted shall concern elections, meetings, reports and other official employee organization business or notices of social and recreational activities, and no materials will be posted of a political nature; nor shall any materials derogatory to the City or other employees be posted. All material posted on the bulletin board shall either be on employee organization stationery or otherwise

authenticated, and shall be authorized on its face by an officer of the employee organization.

- (c) Places will be provided in all departments where notices of a general nature may be posted. Accrued sick leave, available vacation days, compensatory time and seniority shall be posted in each department each month.

ARTICLE T. P.E.R.B.

It is the desire of the City and the union bargaining units to remain under the provisions of the Public Employee/Employer Relations Act for the life of this agreement.

ARTICLE U. EMPLOYEE UNION ACTIVITY

Recognized or certified unions may conduct up to twelve regular meetings and special meetings per year on City property. A represented employee who is on disciplinary suspension pursuant to Article G-3 or G-6 may attend such meetings, but may not be present any earlier than ten minutes before the start of such meeting nor stay in excess of ten minutes after such meeting has concluded. Except for the twelve regular meetings scheduled pursuant to this paragraph, no City building, facility, or equipment shall be used by any employee union to conduct meetings or elections. Employees will not be permitted to engage in or conduct union business while on duty as a City employee, except Union representatives may meet with Department Heads or Supervisors as necessary in attempts to resolve problems or grievances.

ARTICLE V. SEXUAL HARASSMENT

V-1 PURPOSE

Employees of the City of Coffeyville are entitled to a working environment that is free from all forms of discrimination, including sexual harassment. As an equal opportunity employer, the City views sexually harassing conduct as a serious form of employee misconduct which not only has a negative impact upon employee morale and productivity, but may also violate Title VII of the Civil Rights Act of 1964 and the laws of the State of Kansas. The purpose of this policy is not to regulate employee's personal lives or morality. The policy was formulated to protect employees (both male and female) from unlawful sex (gender) discrimination, in the form of sexual harassment.

Sexual harassment undermines the integrity of the employment relationship, therefore, it is the City's policy to prohibit harassment of any employee by another employee, by a supervisor, by a vendor, by a customer, or by any other person on the basis of sex (gender). Employees (including management employees) who violate this policy are subject to disciplinary action, up to and including discharge. Others who violate this policy may be barred from City building or departments, in appropriate circumstances. This policy will be strictly enforced.

V-2 DEFINITION OF SEXUAL HARASSMENT

Sexual harassment can take many forms, including unwelcome jokes of a sexual nature, sexual comments or innuendoes, sexual advances, requests for sexual favors, unwanted touching, and other verbal or physical conduct of a sexual nature, whether explicit or implicit. Conditioning employment or job benefits on the providing of sexual favors also constitutes sexual harassment. Occasional compliments of a socially acceptable nature, and other appropriate and socially acceptable behavior normally will not constitute sexual harassment.

V-3 PROCEDURE

Any employee who feels that he or she has been subjected to, or has knowledge of, an occurrence of sexual harassment is encouraged to first tell the offending person that the conduct is inappropriate and/or unwelcome, and ask the person to stop. If the conduct persists, the employee should immediately report the matter to his or her Department Head, the Human Resource Officer, or the City Manager. The City recognizes that any person, including a manager or supervisor, can be the source of alleged harassment. Therefore, employees who believe they have experienced or witnessed sexual harassment may report to whichever of the three individuals listed above the employee is most comfortable speaking with, and need not go to his or her immediate Supervisor before registering a complaint.

The City will respond to all complaints of sexual harassment in an appropriate and prompt manner.

V-4 PROHIBITION OF RETALIATION

No one will be retaliated against for either filing a good-faith complaint or participating in an investigation of harassment. Retaliation against anyone who registers a good-faith complaint is strictly prohibited and will not be tolerated. Any employee who feels he or she has been retaliated against should immediately report such conduct to his or her Supervisor, Department Head, Human Resource Officer, or the City Manager. In addition, an employee may choose to file a grievance as provided for in this Agreement.

ARTICLE W. OTHER HARASSMENT PROHIBITED

The City of Coffeyville prohibits any employee from harassing another employee or individual on the basis of race, sex, national origin, religion, age, sexual orientation, transgender discrimination or disability. The City will not permit any vendor, supplier, or member of the public to harass any employee on any of the bases listed above. Prohibited harassment includes, but is not limited to, ethnic or racial slurs, jokes or other types of conduct which interfere with an employee's work, or create an intimidating or hostile environment. Any employee who feels that he or she has been harassed due to his or her race, sex, national origin, religion, age, or disability, should report the matter immediately to his or her Department Head, the Human Resource Officer, or the City Manager, without fear of reprisal. The City considers all forms of prohibited harassment to be a serious matter. The procedures applicable to complaints of sexual harassment, as well as the prohibition against retaliation, shall also apply to all complaints concerning other forms of harassment. *See* Articles V-3 and V-4, above. Violations of this policy may result in discipline up to and including discharge.

**ARTICLE X. INTERNATIONAL UNION OF OPERATING ENGINEERS –
LOCAL 123 AFL-CIO**

X-1 EQUIPMENT CLASSIFICATION

(a) Heavy Equipment

Operation of heavy equipment will be done by heavy equipment operators, or employees being trained, if properly supervised. Heavy equipment is as follows:

Track Loader-Lightweight	Lay Down Machine
Rubber Wheel Loader	Flusher Truck
Rubber Tire Roller	Backhoe
Mini-Excavator	Grader
Street Sweeper	Boom Mower

And other equipment similar to that listed above that may be acquired by the City.

(b) Light Equipment

Light equipment is as follows:

Large and Small Steel Wheel Roller
Tree Spade, Trucks larger than a one-ton
Tractor
Pot Hole Patching Machine

And other equipment similar to that listed above that may be acquired by the City.

X-2 SAFETY AND PROTECTIVE EQUIPMENT AND CLOTHING

The City will furnish PPE hard hats, ear protection, safety glasses, rain gear, and other required safety equipment. This safety equipment shall be worn at all times at the work site. Such equipment and clothing shall not be worn for personal use. Gloves must be turned in for replacement pair through City's glove program. Gloves can also be purchased through this glove program. All of the above PPE will be replaced by approval of the Safety Committee. Any inoculations recommended by the City Physician shall be provided by the City. The City will provide each employee up to one (1) pair of prescription safety glasses every two (2) years, if safety glasses are required, unless the lenses are destroyed on the job, in which case the City will replace them. Ordering of prescription safety glasses is handled through City of Coffeyville's prescription glass program in Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them.

City will provide 7 tee shirts per employee per year, in a combination of short and long-sleeved shirts to be selected by each employee, in the Public Service, Water/Wastewater Collection and Distribution, Stormwater, and Engineering departments, and to Meter Readers in the Finance Department. City will furnish one hoodie (either zip-up or pull-over style at the employee's choice) to each employee.

The City will furnish muck boots to Water/Wastewater Distribution and Public Service employees.

X-3 ELECTRIC GENERATION OVERTIME

The City shall attempt to distribute overtime equitably among employees in their respective classifications. If an overtime situation occurs, overtime shall not be pushed to lower classifications through the use of shift breakers. Instead, it shall remain in the classification in which it was created, with the exception of the relief utility/maintenance position. As to any employee who regularly works in both operations and maintenance, the percentage of time they work in operations relative to the percentage of time they work in maintenance will be taken into account in the distribution of overtime.

X-4 ELECTRIC GENERATION WORK SCHEDULE

The City will provide ten (10) days notice where practicable when switching from maintenance to generation mode, or vice versa. If the City is unable to provide ten (10) days notice in advance of any schedule change, it will provide as much notice as is reasonably practicable under the circumstances, it being understood that in some cases it may not be reasonably practicable to provide any notice in advance of a change.

ARTICLE Y. DRUG AND ALCOHOL ABUSE POLICY AND DRUG AND ALCOHOL TESTING PROCEDURES FOR THE CITY OF COFFEYVILLE, KANSAS

Y-1 INTRODUCTION

The City is committed to ensuring a drug and alcohol-free workplace and to protecting the health and safety of its employees and the public. Abuse of alcohol and drugs by employees can have serious consequences for the City, its residents, and its employees, as well as the abuser. In order to serve the public, provide for a safe workplace and ensure the safety and well-being of employees, the following provisions concerning abuse of drugs and alcohol ("Policy") have been adopted. Employees who operate commercial motor vehicles and thereby are subject to the Commercial Drivers License requirement are subject to the policy and testing procedure in article FF of this Agreement, as well as this policy, and may be tested under both policies.

This Policy applies to all employees and applicants for employment and will be applied uniformly. Violation of any provision of this Policy may result in disciplinary action, up to and including dismissal. Drug and/or alcohol testing shall not be used as a means to harass or

intimidate any employee. All testing shall be consistent with the requirements for reasonable suspicion testing or other approved testing set out below.

Any positive result on any test for drugs (except legally prescribed drugs where consumed as directed by a licensed health care professional, after advance notice to the City that the employee is taking the prescription medication in question), as well as any positive alcohol test resulting from on-the-job consumption of alcohol, will result in discharge from employment.

Employees testing positive for alcohol, where the employee consumed alcohol off duty, will receive one opportunity for rehabilitation. Thereafter, any positive alcohol test will result in discharge, without regard to whether the employee consumed the alcohol while on or off duty.

Y-2 DEFINITIONS & PROHIBITED ACTIVITIES

(a) The following activities are prohibited pursuant to this Policy:

- (1) The use, sale, possession, transfer, or purchase of drugs or alcohol, or being under the influence of drugs or alcohol on City property, during working hours, or while performing City business (except the proper use of prescribed drugs by the person for whom they were prescribed, or the use of alcohol in connection with City-authorized events, or the sale and possession of cereal malt beverages by employees of the Hillcrest Golf Course incident to their employment).
- (2) Unlawful acts on or off City property involving drugs or alcohol or conduct with respect to drugs or alcohol, which discredits the City in any way;
- (3) Knowingly bringing a prescribed drug onto City property by any person other than the one for whom it is prescribed. Such drugs shall be used only in the manner, combination and quantity prescribed;
- (4) Testing positive for any drug or alcohol as provided in this Policy;
- (5) Refusing to submit to drug or alcohol testing;
- (6) Refusing to execute any consent, release, or other document in connection with this Policy;
- (7) Refusing to enroll in and fully comply with the terms of any employee assistance program if directed to do so by the City.

(b) For purposes of this Policy, the following terms have the following meanings:

- (1) "Alcohol" means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol. Alcohol tests shall be deemed

positive only where testing shows a blood alcohol concentration of .04 or higher.

- (2) “Drug” means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, a metabolite of any of the substances listed herein, or any other drug controlled under federal law.
- (3) “Prescribed drug” is any substance prescribed for individual consumption by a licensed medical practitioner.
- (4) “City property” includes City vehicles and any other location where the employee is within the scope and course of his or her employment.

Y-3 DRUG AND ALCOHOL TESTING

The City believes that drug and alcohol testing is a means of enforcing this Policy. Such testing will protect the health and safety of employees and the public, protect the City’s property, and serve as a deterrent to the abuse of drugs and alcohol.

The City will pay the expense for the tests required by this Policy, including a confirmation test following a positive test result.

(a) CIRCUMSTANCES FOR DRUG AND ALCOHOL TESTING

Applicants and employees may be required to submit to testing in the following situations:

- (1) Applicant/Promotion Testing – testing to determine abuse of drugs will be conducted upon a conditional offer of employment, or upon an offer of promotion;
- (2) Employee Testing:
 - [a] Random – testing may be conducted to determine abuse of drugs; only employees in safety-sensitive positions, including water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to random testing.
 - [b] Reasonable suspicion – individual employee testing may be conducted if the City has a reasonable suspicion that the employee has violated this Policy.

“Reasonable suspicion” means a belief that an employee is or has been using drugs or alcohol in violation of this Policy, and may be based upon physical symptoms of being under the influence of drugs or alcohol while on duty, on the City’s property, or operating City vehicles, machinery or equipment; or the direct observation of such use while on duty provided by a credible source; evidence that an individual has tampered with a drug or alcohol test; or evidence that an employee is involved in the illegal use, possession, sale, solicitation, or transfer of drugs.

- [c] Post-accident – testing will be conducted after any accident that requires any individual to seek outside medical care (other than first aid), or that results in property damage greater than five hundred dollars (\$500).
- [d] Scheduled, periodic – testing for abuse of drugs may be conducted as part of a routinely-scheduled employee fitness-for-duty medical examination. Only employees who are police officers, firefighters, dispatchers, water treatment operators, and any others who are engaged in activities which directly affect the safety of others are subject to testing under this paragraph.
- [e] Post-rehabilitation – no notice is required for testing of an employee for up to two years after his or her return to work following a confirmed positive test, or participation in a drug or alcohol dependency treatment program.

(b) CONSEQUENCES OF REFUSAL TO SUBMIT TO TESTING

Any City employee who refuses to submit to drug or alcohol testing under this policy will be discharged from employment, and any applicant who refuses to submit to drug testing will be refused employment.

(c) CONSEQUENCES OF A POSITIVE TEST RESULT

An applicant whose confirmation test is positive will be refused employment. An employee who tests positive for a drug or alcohol will be provided with the opportunity to explain, in confidence, the results. A positive test result will be followed by a second test to confirm the results, using a comparably reliable method. Pending results of the confirmatory test, an employee may be temporarily suspended. Employees with confirmed positive test results on any drug test, as well as employees with a confirmed positive alcohol test where the positive result was caused by on-duty alcohol consumption (including during any rest or meal break) shall be discharged from employment. Employees with confirmed positive alcohol tests where the positive result was due to off-duty alcohol consumption shall be given an opportunity to return to work if: (1) the

employee has not previously had a valid positive test result; and (2) the employee undergoes a substance abuse evaluation and successfully completes any education or treatment program recommended as a result of the evaluation. Any such employee may be suspended without pay while completing rehabilitation.

(d) PRESCRIPTION DRUGS

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, must provide notice to the Department Head or the direct supervisor that he or she is taking the prescription drug before going on duty. In appropriate circumstances, employees may be reassigned to non-sensitive duties, or if no reassignment is available, may be held off work while taking such drugs. Any employee held off work due to use of prescription medications may use accrued sick leave or comp time (if any) to cover the leave period; otherwise, the leave shall be unpaid.

Any employee who is lawfully using a prescription drug that may have the side effect of impairing the employee's perceptions while on duty, or that may in any way inhibit or limit the employee's ability to perform his or her job, but who does not provide advance notice to the Department Head or Supervisor that he or she is taking the medication may be subject to discipline or discharge from employment if the prescription drug causes a positive drug test result, or if the employee is involved in an on-the-job injury or accident, and impairment from the prescription medication may have contributed to the injury or accident.

(e) DRUG AND ALCOHOL TESTING PERSONNEL AND STRUCTURE

The City Manager has overall responsibility for the City's drug and alcohol testing program.

The laboratory that will perform the tests for the City will be one which is reputable and qualified to perform such tests. Initial and confirmation drug tests will be performed on urine samples. Initial alcohol tests will be performed on either breath, urine, saliva or blood, and confirmation tests will be performed on either urine, breath or blood. The determination of the appropriate type of sample to be tested in each circumstance will be made by the laboratory.

Samples shall be collected and tested by qualified individuals employed by the laboratory and may be collected on the City's property or at the facility designated by the notice to the applicant or employee. The collection of samples shall be performed under reasonable and sanitary conditions. A sample shall be collected in sufficient quantity for splitting into two separate specimens, to provide for any subsequent independent analysis in the event of challenge of the test results of the main specimen. The collection, storage and transportation to the

place of testing shall be performed so as to reasonably preclude the probability of sample contamination or adulteration. Samples shall be collected and tested with due regard to the privacy of the applicant or employee being tested.

Sample collection shall be documented, including labeling the samples to preclude the probability of erroneous identification of test results and an opportunity for the applicant or employee to voluntarily provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs. Sample testing shall conform to scientifically accepted analytical methods and procedures. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required

(f) CONFIDENTIALITY OF TEST RESULTS

Test results and related information are the property of the City and, upon request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee. The City shall not release such records to any person other than the applicant or employee tested unless the applicant or employee expressly grants permission in writing following receipt of the test results, or pursuant to a valid court order or subpoena.

The testing facility, or any agent of the testing facility, shall not disclose to the City or any other employer any information acquired by testing which relates to the general health, pregnancy or other physical or mental condition of the tested individual, or the presence of any drug other than the substances that the City requested be identified and for which a medically acceptable explanation of the positive result, other than the use of drugs, has not been forthcoming from the tested individual.

(g) CHALLENGE TO POSITIVE TEST RESULTS

An individual whose test result is positive may request a re-test in order to challenge the results of the positive test. An individual who requests a re-test in order to challenge the results of a positive test must pay the costs of the re-test. If, however, the results of the re-test reverse the findings of the challenged positive test, the City will reimburse the costs of the re-test to the individual.

(h) EMPLOYEE ASSISTANCE PROGRAM

The City will provide a mandatory training program to heighten employee awareness of the effects of drug and alcohol abuse and understanding of this Policy. The City will also provide for drug dependency evaluations and referral services.

All employees and all new employees, as part of their orientation program, will receive information and attend discussion sessions presented by the City in conjunction with drug and alcohol abuse counseling. Refresher sessions for employees will be held on a periodic basis as deemed necessary by the City Manager.

Copies of this Policy will be distributed to all employees

(i) DRIVING UNDER THE INFLUENCE OF ALCOHOL

All employees who drive City vehicles or operate City machinery must promptly report any conviction, guilty plea, or no-contest plea involving a charge of operating a motor vehicle while under the influence of alcohol, whether on or off duty. Employees failing to report shall be discharged. Employees who receive DUI convictions, who enter guilty or no-contest pleas, or who receive a diversion for their on-duty conduct, or for conduct while operating a City vehicle, will be discharged from employment. Employees who receive a DUI conviction, who enter guilty or no-contest pleas, or who are granted a diversion for off-duty conduct shall not drive City vehicles, operate City equipment on roadways, or take call-out in driving positions for two months following the date of the conviction, plea, or other triggering event. In the event the employee's license is suspended, the employee will not drive any City vehicle or any City equipment on roadways or take call-outs in driving positions for the terms of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective, except in those cases where the employee receives an appropriate hardship license authorizing them to continue driving for work purposes from the State. If these restrictions result in a lack of work for the employee, he or she may be transferred to another position or department, or may be sent home without pay if no productive work is available. Employees performing work of a lower pay grade shall receive the top pay rate appropriate for the work performed, or the employee's regular rate, whichever is lower. Employees who have incurred an initial violation during employment with the City, and who receive any additional DUI conviction, or who enter guilty or no-contest pleas, or who receive a diversion for off-duty conduct shall be discharged from employment. The City will also follow DOT rules for CDL Drivers, to the extent such rules require any additional response to DUI incidents.

ARTICLE Z. DRUG AND ALCOHOL ABUSE POLICY AND TESTING FOR EMPLOYEES SUBJECT TO COMMERCIAL DRIVERS LICENSE REQUIREMENTS

Z-1 PURPOSE

The City of Coffeyville pursuant to the Omnibus Transportation Employee Testing Act hereby declares and establishes the following Drug and Alcohol Testing policy for covered employees of the City of Coffeyville (hereinafter referred to as the City).

The City shall give a copy of the policy and any changes to the policy to each employee and to each applicant upon his or her receipt of a conditional offer of employment with the City.

Z-2 DEFINITIONS

- a) As used in this policy, the terms listed below shall have the following definitions)
“Alcohol” means ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol.
- b) “Applicant” means a person who has applied for a position with the City which requires the operation of a Commercial Motor Vehicle.
- c) “Breath alcohol technician (“BAT”) means an individual who instructs and assists in the alcohol testing process and operates an evidential breath testing device (“EBT”).
- d) “Commercial Motor vehicle” (“CMV”) means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:
1. Has a gross combination weight of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or
 2. Has a gross vehicle weight rating of 26,001 or more pounds or;
 3. Is designed to transport 16 or more passengers, including the driver; or
 4. Is of any size and is used in the transportation of hazardous materials requiring placards.
- e) “Confirmation test” means a drug or alcohol test on a sample to substantiate results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test;
- f) “Driver” means any person who operates a commercial motor vehicle. For the purpose of pre-employment testing, the term driver includes a person applying for a position that would require him or her to drive a commercial motor vehicle.
- g) “Drug” means amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepine, propoxyphene, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;

- h) “Drug or alcohol test” means a chemical test administered for the purpose of determining the presence or absence of a drug or its metabolites or alcohol in a person’s bodily tissue, fluids or products) “Employee Assistance Program” (“EAP”) means an in-house or contracted program which, at a minimum, provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.
- j) “Employee” means any person who is an employee of the City.
- k) “City” means the City of Coffeyville.
- l) “Random selection basis” means a mechanism for selecting employees for drug or alcohol testing that:
 - 1. results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and
 - 2. does not give the City discretion to waive the selection of any employee selected under the mechanism;
- m) “Reasonable suspicion” means a belief that an employee is using or has used drugs or alcohol in violation of the City’s written policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:
 - 1. Observable phenomena such as:
 - [a] Physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty, or
 - [b] Direct observation of drug or alcohol use while at work or on duty,
 - 2. A report of alcohol use while at work or on duty, or a report of illegal drug use at any time, provided by a reliable and credible source,
 - 3. Evidence that an individual has tampered with a drug or alcohol test during his employment with the City, or
 - 4. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs or alcohol while on duty or while on the City’s premises or operating the City’s vehicle, machinery or equipment.
- n) “Medical Review Officer” (“MRO”) means a person, who is qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City’s drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual’s test

results together with the individual's medical history and any other relevant information.

- o) "Sample" means tissue, fluid or product of the human body chemically capable of revealing the presence of drugs or alcohol in the body.

- p) "Safety-sensitive function" includes:
 - 1. All time waiting to be dispatched, unless the commercial motor vehicle driver has been relieved from duty by the employer.
 - 2. All time inspecting equipment, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
 - 3. All time spent at the driving controls of a commercial motor vehicle.
 - 4. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
 - 5. All time spent performing the driver requirements associated with an accident.
 - 6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

- q) "Screening test" – in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system; in controlled substance testing, an immunoassay screen to eliminate "negative" urine specimens from further consideration.

- r) "Substance abuse professional" ("SAP") means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances related disorders.

- s) "Testing Facility" means any person, including any laboratory, hospital, clinic or facility, either on or off the premises of the City, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

**Z-3 CIRCUMSTANCES UNDER WHICH TESTING WILL BE DONE
AND PERSONS WHO ARE SUBJECT TO BE TESTED**

a) *Applicant Testing.* The City will require all applicants, upon receiving a conditional offer of employment, to undergo drug and/or alcohol testing, and will use a refusal to undergo such testing or a confirmed positive test result as a basis for refusal to hire. Such testing will be required of all applicants who have received a conditional offer of employment regardless of employment classification.

b) *Employee Testing.* Employees of the City will be subject to drug and/or alcohol testing under the following circumstances:

1. *Reasonable Suspicion Testing.* The City will require an employee to submit to drug and/or alcohol testing if there is reasonable suspicion that the employee is violating the City of Coffeyville Drug and Alcohol Free Workplace Policy.

[a] Observations of employee conduct while the employee is at work or on duty, which cause the City to require reasonable suspicion testing of an employee, shall be made by a supervisor or department head who has received training for the detection of symptoms or manifestations of being under the influence of a drug or alcohol.

[b] Testing will be required of all employees, regardless of classification when reasonable suspicion exists.

[c] The driver of a commercial motor vehicle may be directed to undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety sensitive functions, or just after the driver has ceased performing such functions.

[d] In cases of alcohol testing, if an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Personnel Department shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. Further, if an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.

[e] In cases of alcohol testing, the City shall not permit an employee to perform or continue to perform job functions, until an alcohol test is administered and the employee's breath alcohol concentration measures less than 0.02; or

- ii. Twenty-four (24) hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated the rules concerning the use of alcohol.
2. *Post-Accident Testing.* The City will require an employee to undergo drug and/or alcohol testing if there is a reasonable suspicion the employee or another person sustained a work-related injury, or the City's property was damaged, and the use of drugs or alcohol may have been a contributing factor to the accident or injury.
- [a] As soon as practicable following an accident involving a commercial motor vehicle, the City shall test the surviving driver for alcohol and controlled substances if the accident involved the loss of human life or a serious injury; or

the driver receives a citation under State or local law for a moving traffic violation arising from the accident.
 - [b] No driver of a commercial motor vehicle required to take a post accident alcohol test shall use alcohol for eight (8) hours following the accident or until he/she undergoes a post-accident alcohol test, whichever occurs first.
 - [c] If an alcohol test is not administered within two (2) hours following the accident, the Department Head shall prepare and maintain on file, in the Personnel Department, a record stating the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the determination, the City shall cease attempts to administer an alcohol test and shall cite in the record the reasons for not administering the test.
 - [d] If a controlled substance test is not administered within thirty-two (32) hours following the accident, the City shall cease attempts to administer a controlled substance test, and the Department Head will prepare and maintain on file in the Personnel Department a record stating the reasons the test was not promptly administered.
 - [e] An employee who is subject to post-accident testing shall remain readily available for such testing, or may be deemed by the City to have refused to submit to testing.
 - [f] Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident, or to prohibit a driver from leaving the scene of an

accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

3. *Random Testing.* The City requires drug and/or alcohol testing on a random selection basis, which shall be restricted to employees who perform safety-sensitive functions in the following classifications and/or positions:

[a] Vehicle and equipment operator employees who are required to maintain a Commercial Drivers License (hereinafter referred to as “CDL”) and operate vehicles and/or equipment in excess of 26,001 pounds;

[b] Any other employees as may be required by state or federal law.

2. Random controlled substances testing shall be conducted in accordance with the following requirements. i. The City will randomly select employees for testing at the highest minimum annual percentage rate established for the calendar year by the DOT rules to which the City is subject.

3. The City will use a scientific, valid method of random selection which is matched with an individual identifying number for each employee.

4. The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.

4. The City will ensure that drivers selected for random testing proceed immediately to the testing site upon notification of being selected.

5. In the event a driver who is selected for random controlled substances testing is on vacation or an extended medical absence, the City will select another driver for testing.

6.. No driver of a CMV shall report for duty, or remain on duty, requiring the performance of safety-sensitive functions, while having a breath alcohol concentration of 0.04 or greater. The City, having actual knowledge that a driver has a breath alcohol concentration of 0.04 or greater shall not permit an employee to perform safety-sensitive functions.

7. No driver of a CMV shall perform safety-sensitive functions within four (4) hours after using alcohol. The

City, having actual knowledge that a driver has used alcohol within four (4) hours shall not permit a driver to perform or continue to perform safety-sensitive functions.

- 8.. No driver of a CMV shall report for duty, or remain on duty, requiring performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle, and the driver has informed the City in advance that he or she is using the medication.
 9. The City, having actual knowledge that a driver has used a controlled substance, either without a prescription or where the medication makes it unsafe to perform safety-sensitive functions, shall not permit the driver to perform or continue to perform safety sensitive functions.
 10. No driver of a CMV shall report for duty, or remain on duty requiring performance of safety-sensitive functions, if the driver tests positive for controlled substances. The City, having actual knowledge that a driver has tested positive for controlled substance, shall not permit an employee to perform or continue to perform safety-sensitive functions.
 11. Drivers are required to inform the City in advance of any therapeutic drug use.
4. *Post-Rehabilitation Testing.* The City will require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to five (5) years, commencing with the employee's return to work, in the following situations:
- [a] after the employee tested positive on a drug and/or alcohol test required by the City; or
 - [b] the employee participated in a drug or alcohol treatment program.
5. *Return-To-Duty Testing.* An employee who is not terminated following a positive test is prohibited from working until he or she has met the following return-to-duty guidelines:
- [a] An employee shall be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the

employee needs in resolving problems associated with alcohol misuse and/or controlled substance abuse. The Substance Abuse Professional shall determine whether the employee has properly followed any rehabilitation program prescribed.

[b] Before an employee returns to duty, following a positive alcohol and/or drug test result, the employee shall undergo a return-to-duty alcohol test with a result indicating a breath alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

[c] The employee shall be subject to unannounced follow-up alcohol and controlled substance tests, ordered by the Personnel Director or his/her designee, following the employee's return to duty. The number and frequency of such follow-up testing shall be as recommended by the Substance Abuse Professional, and will consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. The Personnel Director or his/her designee may direct the employee to undergo return-to-duty and follow-up testing for both alcohol and controlled substances if the Substance Abuse Professional determines that such testing is appropriate.

Z-4 TESTING DEFINED

a) All Drug and Alcohol Free Workplace testing of employees and applicants shall be conducted at a laboratory selected by the City which has been certified by the Substance Abuse and Mental Health Services Administration ("SAMHSA"), pursuant to federal and state law requirements. The facility will be responsible for:

- 1) employing testing procedures that ensure privacy to employees and job applicants consistent with prevention tampering;
- 2) employing the split sample method of testing, in the event results of the test are challenged;
- 3) employing methods of analysis that ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
- 4) employing chain-of-custody procedures that ensure proper identification, labeling and handling of test samples;
- 5) employing retention and storage procedures that ensure reliable results on confirmatory tests of original samples;

- 6) employing alcohol screening tests using approved evidential testing devices that test for prohibited alcohol concentration; and
- 7) maintaining SAMHSA approval of their facility.

b) The City shall not permit a driver who refuses to submit to a post-accident, random, reasonable suspicion, or follow-up alcohol or controlled substance test to perform or continue to perform safety-sensitive functions. d) Employee consent will be obtained for each test. Refusal of an employee to consent and submit to testing will subject that employee to disciplinary action, which may include termination of employment.

c) The City shall pay all costs for drug or alcohol testing required by the City, including confirmation tests required by this Policy. Provided however, an individual who requests a retest of a sample in order to challenge the results of a positive test shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test. In such case, the City shall reimburse the individual for the costs of the retest. Further, individual employees who have had a positive confirmed test, but who are not discharged from employment, shall pay the cost for any return-to-work screening test.

Z-5 TESTING METHODS AND COLLECTION PROCEDURES TO BE USED

a) *Applicant Drug/or Alcohol Screening Process:* The job application form of the City contains notification of the City's Drug/Alcohol Testing Policy, in accordance with federal and state law. The Application Form must be signed by applicant, acknowledging receipt of Notice of City's Drug and Alcohol Free Workplace Policy

b) In order to achieve the City's goal in providing and maintaining a drug and alcohol free work environment, and for the safety and protection of employees and others, the following procedures are hereby established:

- 1) Upon notification of the selected applicant, the Personnel Department will schedule the applicant for the drug screen/alcohol test.
- 2) The applicant shall complete the "Applicant/Employee Consent for Drug Screen/Alcohol Test" form. The completed form shall be placed in an envelope with directions to the Medical facility.
- 3) Applicants refusing to submit to the drug screen and/or alcohol test will be considered to have withdrawn their application for employment.
- 4) The sample collection site will obtain the specimen from the applicant of sufficient quantity to allow for split sample testing. The specimen will be sent to the laboratory.
- 5) The laboratory designated by the city shall perform an initial drug screen which shall be a form of chemical identification, with confirmation testing

of any positive results with Gas Chromatography/Mass Spectrometry (GC/MS) or other reliable confirmation testing.

- 6) The alcohol screening tests will be done using approved evidential testing devices that test for prohibited alcohol concentration.

c) *Employee Drug/Alcohol Testing Process.*

- 1) Any drug or alcohol testing shall occur during or immediately after the regular work period of current employees, and shall be deemed work time for purposes of compensation and benefits.

- (2) A supervisor who has reasonable suspicion to believe an employee has ingested, inhaled or injected an illegal drug or is unlawfully using a legal drug, or has ingested an alcoholic beverage before reporting for duty, while on duty, or during standby or callback duty must:

[a] Notify a Department Head or the City Manager and request a personal observation of the employee's conduct to confirm that reasonable suspicion exists.

[b] Prohibit the employee from working or continuing to work.

[c] Based on reasonable suspicion, employees shall be required to submit to drug or alcohol testing. Prior to requiring such testing, the basis for the reasonable suspicion shall be communicated to the City Manager or designee acting in his/her absence.

[d] The employee will be immediately taken by the supervisor or Department Head, to a collection facility selected by the City in compliance with state and federal regulations.

[e] Before testing, an employee shall sign a form consenting to testing. Failure or refusal to sign the consent form and to submit to testing will result in disciplinary action, which may include termination.

[f] Supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion, or without confirmation from a Department Head or the City Manager/designee.

Z-6 TEST RESULTS

Upon completion of testing, results of the drug screen/alcohol test shall be communicated to the Personnel Department, after compliance with the procedures listed below:

- a) Negative test result from drug screen and/or alcohol test:
 - 1) The collection site will notify the Personnel Department the drug screen or alcohol test was negative.
 - 2) In cases involving applicants for employment, the Personnel Department may then schedule the applicant for a pre-employment physical
- b) Positive test result from drug screen and/or alcohol test.
 - 1) The collection site Medical Review Officer shall compare the test results to the list of prescribed medications applicant or employee identified as having taken.
 - 1) If a drug screen reveals a drug present which is questionable, the applicant or employee will be contacted by the Medical Review Officer in order for the applicant or employee to explain, in confidence, and/or provide additional documentation as the Medical Review Officer deems necessary to satisfy the Medical Review Officer that the presence of such drug is not unlawful.
 - 2) The applicant or employee must provide the requested explanation and/or documentation as requested by the collection site Medical Review Officers within forty-eight (48) hours of time of request. Failure to provide information within the forty-eight (48) hours will result in applicant's or employee's drug screen being reported to the Personnel Department as positive.
 - 3) If the applicant or employee provides explanation and/or documentation within forty-eight (48) hours of the request, sufficient to satisfy the Medical Review Officer that the presence of the drug is lawful, the result of the drug screen test shall be reported to the Personnel Department as negative.
 - 4) The test results will not be disclosed to any person other than the applicant or employee, the Department Head, the City Manager, and those involved directly on a need to know basis.

Z-7 PERSONNEL ACTION FOLLOWING TESTING

- a) An employee testing positive on a drug screen and/or alcohol test shall be subject to discharge.
- b) Any employee tampering with the results of a drug screen/alcohol test will be discharged from employment.

- c) No disciplinary action, except a temporary suspension or temporary transfer to another department, may be taken by the City against an employee based upon a positive test result, unless the test result is confirmed by a second test, using gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy.
- d) The City may take disciplinary action against an employee who refuses to undergo drug or alcohol testing conducted in accordance with the provisions of the City's Policy.
- e) An employee may appeal his/her disciplinary action or termination to the City Manager in accordance with Articles H and J of this Agreement (as appropriate). Article I shall not apply to discharges under the City's Drug and Alcohol Abuse Policy.

Z-8 SUPERVISORS TRAINING AND EMPLOYEE EDUCATION

- a) Supervisors will be trained:
 - 1) On recognizing employees when they appear unfit for duty because of drugs or alcohol, and on how to determine reasonable suspicion.
 - 2) On effectively and appropriately intervening in reasonable suspicion instances.
 - 3) On complying with the City's Drug and Alcohol Free Workplace procedures.
 - 4) To effectively and appropriately document reasonable suspicion cases prior to the test, and after the initial hearing.
 - 5) On proper disciplinary measures.
 - 6) In issues relative to privacy, search and seizure, and employee representation rights during investigations.
- b) Employee education shall consist of:
 - 1) Educating employees concerning the harmful effects of drugs and alcohol in the workplace;

The City shall provide educational materials that explain the prohibitions against alcohol misuse and controlled substances abuse, and the City's policies and procedures with respect to meeting these requirements.

The City shall ensure that a copy of this policy is distributed to each covered employee prior to the start of drug and/or alcohol testing, and to

each driver hired or transferred into a position requiring driving a commercial motor vehicle.

- 2) Encouraging employees to voluntarily seek assistance through the Employee Assistance Program.
- 3) Informing employees of the City's concern for correcting drug and alcohol use or dependency before it adversely affects an employee's work record, or causes irreparable harm to the employee or to the residents of Coffeyville.
- 4) The City shall provide written notice to representatives of employee organizations of the availability of this information.
- 5) The Personnel Director is responsible for answering questions concerning this policy.

Z-9 RECORD KEEPING AND CONFIDENTIALITY

a) City shall maintain all drug and alcohol test results and related information, including but not limited to interviews, reports, statements, and memoranda, as confidential records, separate from other personnel records. Such records, including the records of the testing facility, shall not be used in any criminal proceeding, or any civil or administrative proceeding unless the action involves the City, or unless such records are ordered released pursuant to a valid court order.

b) The records described in Paragraph a) above, and maintained by City, shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying by the applicant or employee. The City shall not release such records to any person other than the applicant, employee, or the City's Medical Review Officer, unless the applicant or employee, in writing, following receipt of the test results, has expressly granted permission for the City to release such records, or pursuant to a valid court order or subpoena.

c) The testing facility, or any agent, representative or designee of the facility, or any Medical Review Officer, shall not disclose to the City, based on the analysis of a sample collected from an applicant or employee for the purpose of testing, any information relating to:

1) The general health, pregnancy or other physical or mental condition of the applicant or employee; or

2) The presence of any drug other than the drug or its metabolites that the City requested be identified and for which a medically acceptable explanation of the positive results, other than the use of drugs, has not been forthcoming from the applicant or employee.

Provided, however, a testing facility shall release the results of the drug or alcohol test and any analysis and information related thereto to the individual tested upon his request.

CITY OF COFFEYVILLE

DRUG OR ALCOHOL TESTING CONSENT FORM

DATE: _____

EMPLOYEE/APPLICANT NAME: _____
(Circle One)

DEPT: _____ DEPARTMENT HEAD: _____

NAME OF CITY REPRESENTATIVE
REQUESTING TEST: _____

NAME OF CITY REPRESENTATIVE
ACCOMPANYING EMPLOYEE: _____ **

MEDICAL CONSENT: The undersigned hereby consents to a drug screen/alcohol test to be administered by _____, as requested by the City.

AUTHORIZATION TO RELEASE TEST RESULTS AS POSITIVE OR NEGATIVE, TO THE CITY: I authorize _____ to release the results of the alcohol test and/or drug screen as being positive or negative, to the City Personnel Director or his/her designee.

[] APPLICANT: I understand that refusal to consent to a drug screen and/or alcohol test shall be sufficient reason for the refusal to hire. I understand that upon a positive drug screen and/or alcohol test result, my application for employment with the City shall be deemed withdrawn.

[] EMPLOYEE: I understand that refusal to consent to a drug screen and/or alcohol test shall be grounds for discipline. I further understand that a positive drug screen and/or alcohol test result shall be grounds for discipline, which may include termination of my employment.

I give my consent to the drug screen and/or alcohol test with the understanding that the results of a drug screen test shall be reported to City Personnel Department as positive or negative, and the results of the test(s) shall be kept confidential.

EMPLOYEE/APPLICANT SIGNATURE: _____
DATE: _____

CITY REPRESENTATIVE: _____
DATE: _____

ARTICLE AA. POLITICAL ACTIVITY

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups, and to become involved in political activities subject to the restrictions of this Article.

a) As private citizens, employees may participate in all political activities, including holding public office, except that no City employee will serve on the City Board of Commissioners or run for election to the Board of Commissioners while actively employed by the City. City employees who run for the City Board of Commissioners may request an unpaid leave of absence while running for office.

b) City employees are not prohibited from supporting candidates for office, nor from contributing labor to candidates and organizations that endorse candidates.

c) Any employee desiring to become a candidate for City elective office shall first take a leave of absence without pay, or resign from City employment. Should an employee on leave of absence without pay be unsuccessful in seeking such elective office, he or she shall be returned to employment on the same terms and conditions as any other employee who has taken a leave of absence without pay. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.

d) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or receive political contributions in City elections while on duty. They are not permitted to wear or display political badges, buttons, or signs on their person or on any City property during on-duty hours.

e) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office, or to engage in any political activity.

f) No City employee shall wear any City uniform or equipment while engaging in any off-duty political activity.

g) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in the City's service on the basis of their political affiliations or activities.

ARTICLE BB. COMPUTER, E-MAIL AND INTERNET USE

City employees have no right to privacy in their use of City computers, cell phones, tablets, computer generated documents, computer files, e-mails messages, e-mail attachments, voice mail messages, text messages or other similar electronic media. Neither Internet use, nor the storage of any downloaded material is confidential. The City may monitor and review computer generated work product, computer files, e-mail communications, and Internet use at any time, without notice to any employee. It is a violation of City policy to use City computers, Internet connections, or e-mail for prohibited activities. Any personal use should be limited in nature, should only involve matters the employee does not wish to keep private, and should not interfere with the employee's job duties in any way. Employees who hold Union positions may use City computers and City e-mail for notification of official Union meetings and for grievance purposes, while not on working time.

Prohibited Activities include but are not limited to:

- Transmitting any confidential City records or information without prior authorization.
- Conducting or performing any personal activity or generating any personal work product during working time.
- Participating in any “chat rooms”.
- “Surfing” unauthorized Internet sites.
- “Surfing” any adult or sexually explicit Internet Sites, or downloading any such materials.
- Creation, distribution, or forwarding of any adult or sexually explicit e-mails or attachments.
- Creation, distribution, or forwarding any e-mails or attachments containing intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability, or any other classification protected by law.
- Downloading any computer software programs without prior authorization.

ARTICLE CC. WORKPLACE VIOLENCE

It is essential that the City maintain a safe and secure environment for employees, customers, and visitors. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another’s work performance or the organization’s ability to execute its mission will not be tolerated.

Employees must notify their supervisor, Department Head, Human Resource Officer, or the City Manager immediately of any threats which they have witnessed, received, or have learned that another person has witnessed or received. Employees should also report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on City owned or leased property, or against any City employee. There will be no retaliation against anyone who reports threatening or violent behavior. The City will follow established emergency response guidelines in notifying appropriate employees of any threats it receives.

Each employee who receives or is the subject of a protective or restraining order which lists City owned or leased property as a protected area, or which identifies any other City employee in its terms, is required to provide their supervisor, Department Head, Human Resource Officer, or City Manager with a copy of such order.

ARTICLE DD. DISCOUNTED OR FREE GOLF AND SWIMMING POOL

City will annually offer each employee a choice of one pool pass (10 admissions; value \$25.00) or one golf punch card (10 9-hole rounds; value \$100.00). The value will be a taxable benefit to the employee and value will be added to payroll.

ARTICLE EE. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY ~~2022-2023~~ Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY ~~2022-2023~~ Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY ~~2022-2023~~ Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2022 Personnel Manual/Memorandum of Agreement shall become effective on January 1, ~~2022~~2023, and will remain in effect through December 31, ~~2022~~2023.

The FY ~~2022-2023~~ Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

It is further agreed by the parties that pursuant to K.S.A. 75-4321 et seq., a representative of the City of Coffeyville shall meet and confer in good faith with representatives of the employee organization in order to exchange freely information, opinions, and proposals to endeavor to reach agreement on the conditions of employment for a subsequent comprehensive memorandum of agreement starting in July of ~~2022~~2023.

In witness hereof, the parties have executed the FY ~~2022-2023~~ Personnel Manual/Memorandum of Agreement on the ____ day of ~~November~~December, ~~2021~~2022.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL #123

BY _____
Ann Marie Vannoster, Mayor

BY _____
Kevin Mersberg, Business Representative

ARTICLE EE. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2023 Personnel Manual/Memorandum of Agreement is the entire Memorandum of Agreement between the parties. It is the entire and final expression of the Agreement and it may not be contradicted by evidence of any prior or contemporaneous oral agreements or past practices of the parties. It shall repeal and supersede and all previous agreements between the parties.

The FY 2023 Personnel Manual/Memorandum of Agreement has been prepared during negotiations between the parties, and no party shall be charged with having prepared this Agreement in the event an ambiguity exists.

Any waiver by the parties hereto of any of the regulations or provisions of the FY 2023 Personnel Manual/Memorandum of Agreement shall not be deemed a continuing waiver, and it shall not prevent the parties hereto from exercising any remedy or enforcing any provision of this Agreement for any succeeding violation of the same provision or any other provision.

The FY 2023 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2023, and remain in effect through December 31, 2023.

The FY 2023 Personnel Manual/Memorandum of Agreement may be modified or amended only by a written instrument executed by each of the parties.

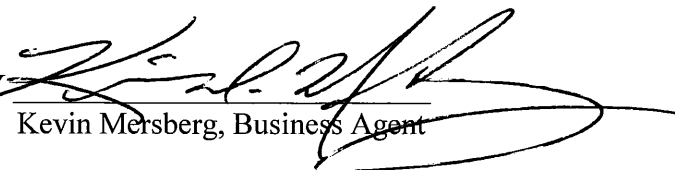
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In witness hereof, the parties have executed the FY 2023 Personnel Manual/Memorandum of Agreement on the ____ day of December, 2022.

CTY OF COFFEYVILLE, KANSAS:

INTERNATIONAL UNION OF
OPERATING ENGINEERS
(I.U.O.E.) - LOCAL NO. 123

BY _____
Ann Marie Vannoster, Mayor

BY 
Kevin Mersberg, Business Agent

BY _____
, Recording Secretary