

**COMMISSION MEETING AGENDA
TUESDAY, DECEMBER 8TH, 2020 6:30 P.M.**

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL

C. INVOCATION – Dick Smith

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, November 24th, 2020
2. Action to set a Public Hearing for December 22nd, 2020 for the 2020 Amended Budget.
3. 2020 Appropriation Ordinance No. AO-20-23 – \$2,476,700.09

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

REGULAR AGENDA ITEMS

H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

1. Coffeyville Area Chamber of Commerce Year End Report.

I. OLD BUSINESS

J. NEW BUSINESS

1. Discussion and action to make an appointment to the Planning Commission.
2. Discussion and action to make an appointment to the Juvenile Community Corrections Board.
3. Discussion and action to make appointments to the Park Advisory Board.
4. Resolution R-20-84 a Resolution to Approve the Subdivision Plat submitted by Coffeyville Hospitality, LLC.
5. Resolution R-20-85 a Resolution to Approve the Negotiated Agreements with FOP, IAFF, IBEW, and IUOE.
6. Resolution R-20-86 a Resolution to authorize the issuance of a purchase order to Kansas Eastern Region Insurance Trust for workers compensation insurance coverage for the City of Coffeyville to be effective January 1, 2021 through December 31, 2021.
7. Resolution R-20-87 a Resolution to Approve the City of Coffeyville fee schedule for 2021.
8. Discussion and action approve 2021 Cereal Malt Beverage Licenses.
9. City Manager's Report
10. Comments from Commissioners and Staff

K. EXECUTIVE SESSION(s)

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- L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES**
 - 1. Building Permit Report – November 2020
- M. ADJOURN**

**COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 24TH, 2020 6:30 P.M.**

The Board of Commissioners met in Regular Session at 6:30 p.m. in the Commission Room. The meeting was called to order by Mayor Bauer.

Present:

COMMISSIONER PAUL BAUER
COMMISSIONER ANN MARIE VANNOSTER
COMMISSIONER ROBERT YORK
COMMISSIONER TRACY MAXSON
COMMISSIONER JUSTIN DOANE

City Staff in attendance:

CITY CLERK MELISSA CARTER
CITY ATTORNEY PAUL KRITZ
IT DIRECTOR CHRIS FELIX
DIRECTOR OF FINANCE STEPHANIE RICHARDSON
DIRECTOR OF ELECTRIC UTILITY MIKE SHOOK

A. CALL TO ORDER – Mayor Paul Bauer

B. ROLL CALL

C. INVOCATION – Paul Kritz

D. PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG

E. REVIEW OF AGENDA

F. CONSENT AGENDA

1. City Commission Meeting Minutes – Tuesday, November 10th, 2020
2. 2020 Appropriation Ordinance No. AO-20-22 – \$3,771,997.28

MOTION: Move to approve items 1 & 2 of the consent agenda as presented.

ACTION: MOTION: BAUER SECOND: VANNOSTER
ROLL CALL: ALL AYE

3. 2020 Appropriation Ordinance No. AO-20-22A (Isham's) – \$361.22

MOTION: Move to approve item 3 of the consent agenda as presented.

ACTION: MOTION: BAUER SECOND: MAXSON
ROLL CALL: DOANE – AYE, MAXSON – AYE, BAUER – AYE,
YORK – AYE, VANNOSTER- ABSTAIN

G. COMMENTS

1. Comments from Public

Any citizen desiring to address the Commission shall be recognized, advance to the podium, state his/her name and address for the record. Comments shall be limited to 3 minutes unless extended by a vote of the majority of the Commission. The Commission does not

**COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 24TH, 2020**

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hear matters involving litigation or City Personnel. The Commission does not take action on subjects not on the agenda unless unusual or hardship conditions exist. Citizens may address the Commission on agenda items as they are brought to the floor.

Jim Falkner, 1014 W. 3rd, stated that since the death of Mr. Roesky the Aviation Heritage Museum has not had the proper care and maintenance that he provided. He noted that him and a small group of volunteers are trying to clean-up and restore the interior. He asked that if the Commission gets a request for assistance in that effort, he encourages them to participate.

REGULAR AGENDA ITEMS

H. PUBLIC HEARING(s), SPECIAL PRESENTATION(s), & PROCLAMATION(s).

I. OLD BUSINESS

J. NEW BUSINESS

1. Discussion and action to make an appointment to the Planning Commission.

Jim Falkner spoke to why he was interested in serving on the Planning Commission.

MOTION: Move to appoint Jim Falkner to the Planning Commission for the vacant term
expiring January 1st 2022.

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL AYE

- 2. Discussion and action to Approve Lump Sum Fiscal Performance Payment to Union and Non-union employees based upon the City of Coffeyville's 2020 fiscal performance.**
Director of Finance Stephanie Richardson stated this is similar to what was done at the end of 2019. She noted that Mark Hall has worked with staff to let them know how important budgeting is, how important it is to save funds, and the impact the employees role is in the budget. Mrs. Richardson noted that staff has worked to control spending by purchasing needs instead of wants and limited capital spending. She stated that Mr. Hall has continued to ask staff to be more efficient on day to day operations and as a result we have been able to hold the mill levy in 2020 and 2021. Mr. Hall is requesting to award a 2020 lump sum fiscal performance payment to the employees. The funds have been reviewed and they feel the savings have been created in order to offer this to employees. It would be the same as last year – 3% on base rate for employees whom have not had a contractually obligated step increase. The employees whom have had the increase would receive a 1% on their base salary.

MOTION: Move to Approve Lump Sum Fiscal Performance Payment to employees based
upon the City of Coffeyville's 2020 fiscal performance as presented.

ACTION: MOTION: YORK SECOND: VANNOSTER
ROLL CALL: ALL AYE

- 3. Resolution R-20-83 a Resolution to Approve Vehicle Replacement – Unit 1078 - Electric Meter Service Truck.**

Director of Electric Utilities Mike Shook stated this is to replace the 2008 Ford Meter Service truck that currently has 190,000 plus miles on it. It is experiencing mechanical

**COMMISSION MEETING MINUTES
TUESDAY, NOVEMBER 24TH, 2020**

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issues and break downs over the past several years. Mr. Shook reached out to Quality Motors in Independence whom offered a 2021 model at a comparable price to state contract pricing.

MOTION: Move to approve Resolution R-20-83 as presented.

ACTION: MOTION: VANNOSTER SECOND: BAUER
ROLL CALL: ALL AYE

4. City Manager's Report

Director of Finance Stephanie Richardson noted that the SPARK funding Fiber project is moving forward. The contractors have been in town this week testing the fiber and the installation will begin next Monday and that should take two and a half weeks. She noted that the Police Department is participating in the Kansas Thanksgiving Safe Arrivals Campaign which will go until this Sunday. All traffic laws are being enforced as well as removing impaired drivers. Mrs. Richardson stated that the Public Works has 85% installation done on the new playground equipment at North Park and it is schedule to be completed next week. She stated that the street sweeper is scheduled to run downtown tomorrow morning and will run each Friday (if that Friday is a holiday it will run the day before) as long as the weather allows. Mayor Bauer asked if there was a pre-treatment that could be put on the oil spots that are downtown to help remove those. Mrs. Richardson replied that she would ask. She stated City facilities will be closed for the Thanksgiving holiday on Thursday and Friday. She noted that we are excited to participate in the Christmas parade December 4th at 6:00 pm and the City will have the Santa float once again. Mrs. Richardson noted that we are also working with the Chamber of Commerce and Coffeyville Reawakening on the Christmas on the Plaza events which is being held along with the Brown Mansion Candlelight Tours. She wished everyone a Happy Thanksgiving and to be safe and stay healthy.

5. Comments from Commissioners and Staff

Commissioner Vannoster stated that this was fantastic year for the Coffeyville Area Community Foundation Match Day which helps 21 local non-profit groups. In 2018 Match Day produced – \$ 106,000, in 2019 - \$103,000 and this year it raised \$116,000. She thanked Community State Bank for loaning them the 8th and Beech Drive-In. Commissioner Vannoster noted that once again Coffeyville came through. Commissioner York thanked the Bernard and Effie Jo Wade Family Foundation and the Pratt Family Charitable Fund for providing those matching funds. City Attorney Paul Kritz announced that the rails to trails project is moving forward as the appraisers came back with a \$1500 value to be paid to the courts. Mayor Bauer stated that masks are being ordered through an Executive Order through Governor Kelly. He then read the following statement: By the new Executive Order, beginning tomorrow, all persons in Kansas will be required to wear a face covering when they are in certain public situations, including persons in those Counties that previously opted out of Executive Order No. 20-52. The Coffeyville City Commission endorses both of the Governor's Executive Orders as sound measures to help ensure our residents keep each other safe; to relieve potentially unsustainable burdens on the local and regional healthcare systems; and to keep our local businesses and help our local economy. Those are the purposes of the Governor's Executive Orders, as stated in the Orders, and the City Commission believes they are reasonable measures that should be supported. When you wear a mask, you are protecting yourself and other people. You are not only protecting the people

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you see around you in the store — you are also protecting their high risk family members they've left at home. We can't ask the community strongly enough, to please continue to be diligent; to use social distancing; and to do your part in helping to control the spread of the disease. We are also advocating wearing masks in public. Please wear masks in public. Mayor Bauer then noted that the Montgomery County Commission is meeting to talk about this at the County level. Commissioner York noted that there may be a medical reason that people are not wearing a mask so he encouraged others to be kind to each other and don't judge others.

K. EXECUTIVE SESSION(s)

1. Executive Session pursuant to KSA 75-4319 (b) (2) consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship.

MOTION: Move to recess to executive session pursuant to KSA 75-4319 (b) (2) to discuss certain contract issues pursuant to the attorney-client relationship exception, to include the City Attorney, Director of Electric Utilities, and Finance Director, and to reconvene in the commission room at 7:30 pm (30 minutes).

ACTION: MOTION: BAUER SECOND: DOANE
ROLL CALL: ALL AYE

L. GENERAL STAFF, COMMITTEE & BOARD REPORTS AND MINUTES

M. ADJOURN

MOTION: Move to Adjourn

ACTION: MOTION: BAUER SECOND: MAXSON
ROLL CALL: ALL AYE

Time the meeting was adjourned: 7:31 pm

Date the minutes were approved:

Melissa Carter, City Clerk

**City of Coffeyville
Department Codings**

010-5-011	General - City Commission	450-5-000	Aquatic Center
010-5-012	General - City Manager		
010-5-013	General - Legal	500-5-000	Capital Equipment
010-5-014	General - Finance		
010-5-015	General - City Clerk	510-5-000	911 Emergency Telephone System
010-5-016	General - City Treasurer		
010-5-017	General - Collections	520-5-000	Capital Improvement
010-5-018	General - Data Processing		
010-5-019	General - Personnel/Risk Management	670-5-000	Veterans Memorial Stadium
010-5-023	General - Police		
010-5-025	General - Animal Control	700-5-000	Refuse/Trash Utility
010-5-041	General - Fire		
010-5-045	General - Inspections	720-5-000	Wireless Internet Utility
010-5-071	General - Engineering		
010-5-091	General - City Hall	760-5-000	Stormwater Utility
010-5-092	General - Other City Buildings		
010-5-131	General - Non-Departmental	800-5-020	Electric - Distribution
010-5-161	General - Public Service - Admin.	800-5-022	Electric - Transmission
010-5-163	General - Public Service - Streets, Alleys	800-5-030	Electric - Generation
		800-5-040	Electric - Administration
020-5-000	Library		
		810-5-020	Electric Depr/Repl - Distribution
090-5-000	Bond & Interest	810-5-022	Electric Depr/Repl - Transmission
		810-5-030	Electric Depr/Repl - Generation
110-5-023	Local Alcohol Liquor - Police Department	810-5-040	Electric Depr/Repl - Administration
110-5-760	Local Alcohol Liquor - Special Parks/Rec		
110-5-762	Local Alcohol Liquor - Four County	820-5-000	Electric Debt Service
110-5-763	Local Alcohol Liquor - ADSAP		
110-5-764	Local Alcohol Liquor - MG County BB/BS	840-5-000	Electric Surplus
140-5-000	Youth Activity Center	900-5-026	Water - Distribution
		900-5-027	Wastewater - Distribution
210-5-000	Sales Tax	900-5-036	Water - Treatment
		900-5-037	Wastewater - Treatment
230-5-000	Drug Forfeitures	900-5-046	Water - General
		900-5-047	Wastewater - General
250-5-000	Police VIN Fund		
		910-5-611	W/WW Depr/Repl - WW Projects
340-5-000	Airport Special Projects	910-5-612	W/WW Depr/Repl - Wtr Projects
		910-5-651	W/WW Depr/Repl - WW Equipment
350-5-000	Risk Management	910-5-652	W/WW Depr/Repl - Wtr Equipment
360-5-000	Airport	910-5-662	W/WW Depr/Repl - Infiltration/Inflow Reduction
370-5-000	Hillcrest Golf Course		

PACKET: 03979 AO 20-23 12.8.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-50045	AAXCEL OVERHEAD DOORS, INC.					
I-105372		REPLACE OVERHEAD DOOR	2,908.00			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		REPLACE OVERHEAD DOOR		010 5-163-805	BUILDING	2,908.00
		=== VENDOR TOTALS ===	2,908.00			
=====						
01-50300	ALLGEIER, MARTIN & ASSOCIATES,					
I-702001M-07		PAY #7-CVR EXPANSION REVIEW	2,240.00			
11/13/2020	AP	DUE: 12/13/2020 DISC: 12/13/2020		1099: N		
		PAY #7-CVR EXPANSION REVIEW		760 5-000-478	PROFESSIONAL SERVICES	373.33
		PAY #7-CVR EXPANSION REVIEW		800 5-040-478	PROFESSIONAL SERVICES	373.34
		PAY #7-CVR EXPANSION REVIEW		900 5-026-478	PROFESSIONAL SERVICES	746.67
		PAY #7-CVR EXPANSION REVIEW		900 5-027-478	PROFESSIONAL SERVICES	746.66
I-COFF7219002C-4		PAY #4-INTERSECTION CNSTRCTN	6,806.15			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		PAY #4-INTERSECTION CNSTRCTN		520 5-220-478	PROFESSIONAL SERVICES	6,806.15
I-COFF7220001D-4		PAY #4-OVERLOOK CULVERT DESIG	987.00			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		PAY #4-OVERLOOK CULVERT DESIGN		520 5-220-478	PROFESSIONAL SERVICES	987.00
		=== VENDOR TOTALS ===	10,033.15			
=====						
01-50350	ALTEC INDUSTRIES, INC.					
I-11517075		EXTENSION SPRING	34.32			
11/10/2020	AP	DUE: 12/10/2020 DISC: 12/10/2020		1099: N		
		EXTENSION SPRING		800 5-020-680	VEHICLE-PARTS	34.32
I-11521602		EXTENSION SPRING	20.63			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		EXTENSION SPRING		800 5-020-680	VEHICLE-PARTS	20.63
		=== VENDOR TOTALS ===	54.95			
=====						
01-50670	ASPLUNDH TREE EXPERT COMPANY					
I-78K82920		TREE TRIMMING THRU 11/14/20	5,560.00			
11/20/2020	AP	DUE: 11/20/2020 DISC: 11/20/2020		1099: N		
		TREE TRIMMING THRU 11/14/20		800 5-020-424	CONTRACTUAL AGREEMENTS	5,560.00
I-78S01020		TREE TRIMMING THRU 11/21/20	5,560.00			
11/27/2020	AP	DUE: 11/27/2020 DISC: 11/27/2020		1099: N		
		TREE TRIMMING THRU 11/21/20		800 5-020-424	CONTRACTUAL AGREEMENTS	5,560.00
		=== VENDOR TOTALS ===	11,120.00			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-03870	ATMOS ENERGY						
I-202012028771		312 E. 7TH ST.	86.63				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		312 E. 7TH ST.		800 5-020-494	UTILITIES	86.63	
I-202012028772		612 SPRING ST.	1,351.78				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		612 SPRING ST.-ED 40%		800 5-020-494	UTILITIES	540.72	
		612 SPRING ST.-PP 60%		800 5-030-494	UTILITIES	811.06	
I-202012028774		CITY FACILITY GAS CHARGES	2,139.72				
11/25/2020	AP	DUE: 12/25/2020 DISC: 12/25/2020		1099: N			
		AIRPORT MAINTENANCE SHOP		360 5-000-494	UTILITIES	59.18	
		CEMETERY SHOP		010 5-161-494	UTILITIES	195.37	
		FIRE DEPARTMENT		010 5-041-494	UTILITIES	67.58	
		HILLCREST GOLF COURSE		370 5-000-494	UTILITIES	127.88	
		POLICE IMPOUND		010 5-023-494	UTILITIES	53.15	
		N RIVER ROAD - 1/2 PUBLIC SVC		010 5-161-494	UTILITIES	288.62	
		N RIVER ROAD - 1/2 WATER		900 5-026-494	UTILITIES	288.62	
		PUMP STATION		900 5-036-494	UTILITIES	166.50	
		RON STEVENSON BUILDING		010 5-161-494	UTILITIES	92.30	
		WALTER JOHNSON PARK RESTRMS		010 5-161-494	UTILITIES	147.45	
		WASTEWATER TREATMENT PLANT		900 5-037-494	UTILITIES	426.76	
		YOUTH ACTIVITY CENTER		140 5-134-494	UTILITIES	226.31	
I-KS-0003136		10/20-EAST, WEST METERS	630.00				
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N			
		10/20-EAST, WEST METERS		800 5-030-535	FUEL-GAS PURCHASE	630.00	
I-KS-0003146		10/20-NEW GEN METERS A&B	24,034.13				
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N			
		10/20-NEW GEN METERS A&B		800 5-030-535	FUEL-GAS PURCHASE	24,034.13	
=== VENDOR TOTALS ===			28,242.26				

01-03877 AUTO ZONE, INC.

I-1601747219		HAND CLEANER,DIESEL OIL	14.13				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: N			
		HAND CLEANER		800 5-030-520	DEPARTMENT SUPPLIES	8.89	
		DIESEL ENGINE OIL		800 5-030-545	MOTOR FUELS/LUBRICANTS	5.24	
		=== VENDOR TOTALS ===	14.13				

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-51307 BRENNTAG SOUTHWEST, INC.							
I-BSW254200		POLYMER	1,159.95				
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N			
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95	
I-BSW254201		POLYMER	3,123.25				
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N			
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	3,123.25	
I-BSW255277		AMMONIUM SULFATE	497.00				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		AMMONIUM SULFATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	497.00	
I-BSW255278		POLYMER	1,159.95				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	1,159.95	
I-BSW255279		POLYMER	651.75				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		POLYMER		900 5-036-525	CHEMICALS/FERTILIZERS/SE	651.75	
		=== VENDOR TOTALS ===	6,591.90				
=====							
01-51310 BRIDGESTONE GOLF, INC.							
I-1002952768		GOLF BALL X 6 DOZEN	101.40				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		GOLF BALL X 6 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	101.40	
		=== VENDOR TOTALS ===	101.40				
=====							
01-00590 CARTER AUTOMOTIVE WAREHOUSE							
C-572155/1		RETURN U-JOINT X 4	78.20CR				
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: N			
		RETURN U-JOINT X 4		900 5-026-680	VEHICLE-PARTS	78.20CR	
I-569570/1		FUSE	3.60				
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N			
		FUSE		900 5-037-530	ELECTRICAL	3.60	
I-571332/1		OIL FILTER X 3-GENERATOR	36.59				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		OIL FILTER X 3-GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	36.59	
I-571471/1		SPARK PLUG X 8, COIL, FILTER	89.74				
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N			
		SPARK PLUG X 8, COIL, FILTER		900 5-026-680	VEHICLE-PARTS	89.74	

PACKET: 03979 AO 20-23 12.8.20 PAYABLE

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00590	CARTER AUTOMOTIVE WAREHOUSE (** CONTINUED **)					
I-571667/1		U-JOINT X 3	59.19			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		U-JOINT X 3		900 5-026-680	VEHICLE-PARTS	59.19
I-571896/1		U-JOINT X 2	37.26			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		U-JOINT X 2		900 5-026-680	VEHICLE-PARTS	37.26
I-571930/1		U-JOINT	14.00			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		U-JOINT		900 5-026-680	VEHICLE-PARTS	14.00
I-572929/1		BOLT TRAY, BRAKE KLEEN, CLAW	26.26			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		NUT & BOLT TRAY		800 5-030-520	DEPARTMENT SUPPLIES	9.46
		BRAKE KLEEN X 2		800 5-030-545	MOTOR FUELS/LUBRICANTS	6.81
		40" MAGNETIC CLAW TOOL		800 5-030-580	TOOLS	9.99
I-573098/1		BRAKE KLEEN X 12	37.97			
12/02/2020	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		BRAKE KLEEN X 12		800 5-030-545	MOTOR FUELS/LUBRICANTS	37.97
I-573171/1		SIDE LIGHT MARKERS	15.64			
12/02/2020	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		SIDE LIGHT MARKERS		010 5-163-590	VEHICLE-EQUIP SUPPLIES	15.64
		=== VENDOR TOTALS ===	242.05			
=====						
01-51739	CENTRAL POWER SYSTEMS & SERVIC					
I-X119004344:01		AIR, OIL, FUEL FILTERS	589.36			
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: N		
		AIR, OIL, FUEL FILTERS-GNRTR		010 5-023-620	EQUIPMENT MAINTENANCE	210.26
		AIR, OIL, FUEL FILTERS-GNRTR		010 5-041-620	EQUIPMENT MAINTENANCE	210.25
		AIR, OIL, FUEL FILTERS-GNRTR		010 5-091-620	EQUIPMENT MAINTENANCE	168.85
		=== VENDOR TOTALS ===	589.36			
=====						
01-00670	CITY TREASURER					
I-R1201201109599		GO BOND SERIES 2016-A INTERES	54,582.50			
11/30/2020	AP	DRAFT 11/30/2020		1099: N		
		GO BOND SERIES 2016-A INTEREST		530 5-000-910	BONDS-INTEREST	54,582.50
I-R1201201109600		GO BOND SERIES 2018-A INTERES	227,714.38			
11/30/2020	AP	DRAFT 11/30/2020		1099: N		
		GO BOND SERIES 2018-A INTEREST		820 5-832-910	BONDS-INTEREST	227,714.38

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00670	CITY TREASURER	(** CONTINUED **)				
I-R1201201109601		REVENUE BOND SERIES 2015-B IN	1,123,875.00			
11/30/2020	AP	DRAFT 11/30/2020		1099: N		
		REVENUE BOND SERIES 2015-B INT		820 5-830-910	BONDS-INTEREST	1,123,875.00
I-R1201201109603		GO BOND SERIES 2013-A INTERES	2,096.25			
11/30/2020	AP	DRAFT 11/30/2020		1099: N		
		GO BOND SERIES 2013-A INTEREST		820 5-827-910	BONDS-INTEREST	2,096.25
I-R1201201109604		REVENUE BOND SERIES 2011-A IN	25,330.00			
11/30/2020	AP	DRAFT 11/30/2020		1099: N		
		REVENUE BOND SERIES 2011-A INT		820 5-829-910	BONDS-INTEREST	25,330.00
		=== VENDOR TOTALS ===	1,433,598.13			
=====						
01-00680	CITY TREASURER					
I-202012028775		DENTAL CLAIMS PAID THRU 10/29	1,666.60			
10/29/2020	AP	DRAFT 10/30/2020		1099: N		
		DENTAL CLAIMS PAID THRU 10/29		350 5-716-310	HEALTH INSURANCE	1,666.60
I-202012028776		DENTAL CLAIMS PAID THRU 11/5	2,877.80			
11/05/2020	AP	DRAFT 11/06/2020		1099: N		
		DENTAL CLAIMS PAID THRU 11/5		350 5-716-310	HEALTH INSURANCE	2,877.80
I-202012028777		DENTAL CLAIMS PAID THRU 11/12	2,078.90			
11/12/2020	AP	DRAFT 11/13/2020		1099: N		
		DENTAL CLAIMS PAID THRU 11/12		350 5-716-310	HEALTH INSURANCE	2,078.90
I-202012028778		DENTAL CLAIMS PAID THRU 11/19	3,108.95			
11/19/2020	AP	DRAFT 11/20/2020		1099: N		
		DENTAL CLAIMS PAID THRU 11/19		350 5-716-310	HEALTH INSURANCE	3,108.95
I-202012028779		DENTAL CLAIMS PAID THRU 11/25	1,574.00			
11/25/2020	AP	DRAFT 11/27/2020		1099: N		
		DENTAL CLAIMS PAID THRU 11/25		350 5-716-310	HEALTH INSURANCE	1,574.00
I-202012028780		HEALTH CLAIMS PAID THRU 10/19	9,639.68			
10/20/2020	AP	DRAFT 10/27/2020		1099: N		
		HEALTH CLAIMS PAID THRU 10/19		350 5-716-310	HEALTH INSURANCE	9,639.68
I-202012028781		HEALTH CLAIMS PAID THRU 10/26	22,019.68			
10/27/2020	AP	DRAFT 11/03/2020		1099: N		
		HEALTH CLAIMS PAID THRU 10/26		350 5-716-310	HEALTH INSURANCE	22,019.68
I-202012028782		HEALTH CLAIMS PAID THRU 11/2	44,572.35			
11/03/2020	AP	DRAFT 11/10/2020		1099: N		
		HEALTH CLAIMS PAID THRU 11/2		350 5-716-310	HEALTH INSURANCE	44,572.35

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00680	CITY TREASURER	(** CONTINUED **)				
I-202012028783		HEALTH CLAIMS PAID THRU 11/9	20,414.06			
11/10/2020	AP	DRAFT 11/17/2020		1099: N		
		HEALTH CLAIMS PAID THRU 11/9		350 5-716-310	HEALTH INSURANCE	20,414.06
I-202012028784		HEALTH CLAIMS PAID THRU 11/16	24,988.12			
11/17/2020	AP	DRAFT 11/24/2020		1099: N		
		HEALTH CLAIMS PAID THRU 11/16		350 5-716-310	HEALTH INSURANCE	24,988.12
I-202012048806		HEALTH CLAIMS PAID THRU 7/27	19,641.66			
7/28/2020	AP	DRAFT 8/04/2020		1099: N		
		HEALTH CLAIMS PAID THRU 7/27		350 5-716-310	HEALTH INSURANCE	19,641.66
I-202012048807		HEALTH CLAIMS PAID THRU 8/3	10,814.82			
8/04/2020	AP	DRAFT 8/11/2020		1099: N		
		HEALTH CLAIMS PAID THRU 8/3		350 5-716-310	HEALTH INSURANCE	10,814.82
I-202012048808		HEALTH CLAIMS PAID THRU 8/10	41,612.35			
8/11/2020	AP	DRAFT 8/18/2020		1099: N		
		HEALTH CLAIMS PAID THRU 8/10		350 5-716-310	HEALTH INSURANCE	41,612.35
I-202012048809		HEALTH CLAIMS PAID THRU 8/17	10,467.56			
8/18/2020	AP	DRAFT 8/25/2020		1099: N		
		HEALTH CLAIMS PAID THRU 8/17		350 5-716-310	HEALTH INSURANCE	10,467.56
I-202012048810		HEALTH CLAIMS PAID THRU 8/24	26,459.30			
8/25/2020	AP	DRAFT 9/01/2020		1099: N		
		HEALTH CLAIMS PAID THRU 8/24		350 5-716-310	HEALTH INSURANCE	26,459.30
I-202012048811		HEALTH CLAIMS PAID THRU 8/31	16,037.05			
9/01/2020	AP	DRAFT 9/08/2020		1099: N		
		HEALTH CLAIMS PAID THRU 8/31		350 5-716-310	HEALTH INSURANCE	16,037.05
I-202012048812		HEALTH CLAIMS PAID THRU 9/8	31,397.26			
9/08/2020	AP	DRAFT 9/15/2020		1099: N		
		HEALTH CLAIMS PAID THRU 9/8		350 5-716-310	HEALTH INSURANCE	31,397.26
I-202012048813		HEALTH CLAIMS PAID THRU 9/14	36,208.73			
9/15/2020	AP	DRAFT 9/22/2020		1099: N		
		HEALTH CLAIMS PAID THRU 9/14		350 5-716-310	HEALTH INSURANCE	36,208.73
I-202012048814		HEALTH CLAIMS PAID THRU 9/21	9,682.58			
9/22/2020	AP	DRAFT 9/29/2020		1099: N		
		HEALTH CLAIMS PAID THRU 9/21		350 5-716-310	HEALTH INSURANCE	9,682.58
=== VENDOR TOTALS ===			335,261.45			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00720 CLOUGH OIL COMPANY, INC.						
C-112690		EXCHANGE TRASH LINERS	3.95CR			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: N		
		EXCHANGE TRASH LINERS		010 5-041-520	DEPARTMENT SUPPLIES	3.95CR
I-111769		SOLVENT X 15 GALLON	97.50			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		SOLVENT X 15 GALLON		800 5-030-545	MOTOR FUELS/LUBRICANTS	97.50
I-112689		TRASH LINERS, TOWELS, COMET	84.69			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		TRASH LINERS, TOWELS, COMET		010 5-041-520	DEPARTMENT SUPPLIES	84.69
I-55360		558 GALLONS OF DIESEL/GAS	980.82			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		558 GALLONS OF DIESEL/GAS		370 5-000-545	MOTOR FUELS/LUBRICANTS	980.82
		=== VENDOR TOTALS ===	1,159.06			
=====						
01-00721 CLOUGH SERVICE						
I-4648644		FUEL THRU 11/24	743.49			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-163-545	MOTOR FUELS/LUBRICANTS	743.49
I-4648646		FUEL THRU 11/24	73.77			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-071-545	MOTOR FUELS/LUBRICANTS	73.77
I-4648647		FUEL THRU 11/24	1,086.69			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-023-545	MOTOR FUELS/LUBRICANTS	1,086.69
I-4648648		FUEL THRU 11/24	80.83			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-025-545	MOTOR FUELS/LUBRICANTS	80.83
I-4648649		FUEL THRU 11/24	316.65			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-041-545	MOTOR FUELS/LUBRICANTS	316.65
I-4648650		FUEL THRU 11/24	542.29			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		900 5-026-545	MOTOR FUELS/LUBRICANTS	542.29
I-4648651		FUEL THRU 11/24	148.71			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		900 5-027-545	MOTOR FUELS/LUBRICANTS	148.71

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00721	CLOUGH SERVICE	(** CONTINUED **)				
I-4648652		FUEL THRU 11/24	55.32			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		900 5-037-545	MOTOR FUELS/LUBRICANTS	55.32
I-4648653		FUEL THRU 11/24	69.05			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-017-545	MOTOR FUELS/LUBRICANTS	69.05
I-4648654		FUEL THRU 11/24	686.95			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		800 5-020-545	MOTOR FUELS/LUBRICANTS	686.95
I-4648655		FUEL THRU 11/24	71.94			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		800 5-030-545	MOTOR FUELS/LUBRICANTS	71.94
I-4648656		FUEL THRU 11/24	51.17			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		800 5-040-545	MOTOR FUELS/LUBRICANTS	51.17
I-4648657		FUEL THRU 11/24	226.33			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		760 5-000-545	MOTOR FUELS/LUBRICANTS	226.33
I-4648658		FUEL THRU 11/24	38.74			
11/26/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		FUEL THRU 11/24		010 5-018-545	MOTOR FUELS/LUBRICANTS	38.74
		=== VENDOR TOTALS ===	4,191.93			
=====						
01-00740	COFFEYVILLE AIRCRAFT, INC.					
I-2020-4		4TH QTR 2020 SERVICE AGREEMEN	225.00			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		4TH QTR 2020 SERVICE AGREEMENT		360 5-000-424	CONTRACTUAL AGREEMENTS	225.00
		=== VENDOR TOTALS ===	225.00			
=====						
01-00770	COFFEYVILLE AREA CHAMBER OF CO					
I-202012028785		CHRISTMAS BUCKS FOR EMPLOYEES	4,380.00			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-012-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-014-521	SPECIAL EVENTS	60.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-015-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-016-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-017-521	SPECIAL EVENTS	180.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-018-521	SPECIAL EVENTS	60.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-019-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-023-521	SPECIAL EVENTS	930.00

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00770	COFFEYVILLE	AREA CHAMBER OF CO(** CONTINUED **)				
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-025-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-041-521	SPECIAL EVENTS	570.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-045-521	SPECIAL EVENTS	60.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-071-521	SPECIAL EVENTS	120.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-091-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		010 5-163-521	SPECIAL EVENTS	390.00
		CHRISTMAS BUCKS FOR EMPLOYEES		370 5-000-521	SPECIAL EVENTS	90.00
		CHRISTMAS BUCKS FOR EMPLOYEES		720 5-000-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		800 5-020-521	SPECIAL EVENTS	390.00
		CHRISTMAS BUCKS FOR EMPLOYEES		800 5-022-521	SPECIAL EVENTS	30.00
		CHRISTMAS BUCKS FOR EMPLOYEES		800 5-030-521	SPECIAL EVENTS	480.00
		CHRISTMAS BUCKS FOR EMPLOYEES		800 5-040-521	SPECIAL EVENTS	90.00
		CHRISTMAS BUCKS FOR EMPLOYEES		900 5-026-521	SPECIAL EVENTS	270.00
		CHRISTMAS BUCKS FOR EMPLOYEES		900 5-027-521	SPECIAL EVENTS	90.00
		CHRISTMAS BUCKS FOR EMPLOYEES		900 5-036-521	SPECIAL EVENTS	150.00
		CHRISTMAS BUCKS FOR EMPLOYEES		900 5-037-521	SPECIAL EVENTS	180.00
		CHRISTMAS BUCKS FOR EMPLOYEES		900 5-046-521	SPECIAL EVENTS	30.00
		=== VENDOR TOTALS ===	4,380.00			
=====						
01-00785	COFFEYVILLE	COMMUNITY ENHANCEM				
I-2020		2020 PROPERTY TAXES	4,082.82			
12/04/2020	AP	DUE: 1/03/2021 DISC: 1/03/2021		1099: N		
		2020 TAXES - 900 EAST 8TH		520 5-400-486	TAXES, LICENSES, PERMITS	2,095.36
		2020 TAXES - 0 NORTHEAST		520 5-400-486	TAXES, LICENSES, PERMITS	1,219.58
		2020 TAXES - 0 CR 5300 SEC 31		520 5-400-486	TAXES, LICENSES, PERMITS	767.88
		=== VENDOR TOTALS ===	4,082.82			
=====						
01-00870	COFFEYVILLE	FEED AND FARM SUPP				
I-784923		WHEAT STRAW-OAKCREST DRAIN	6.00			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		WHEAT STRAW-OAKCREST DRAIN		900 5-027-572	SUPPLIES-OTHER	6.00
		=== VENDOR TOTALS ===	6.00			
=====						
01-52150	COMPENSATING	USE TAX				
I-202012028786		10/20 COMPENSATING USE TAX	58.29			
10/31/2020	AP	DRAFT 11/27/2020		1099: N		
		10/20 COMPENSATING USE TAX		800 5-020-620	EQUIPMENT MAINTENANCE	19.67
		10/20 COMPENSATING USE TAX		800 5-020-680	VEHICLE-PARTS	5.18
		10/20 COMPENSATING USE TAX		800 5-020-515	CLOTHING	33.44
		=== VENDOR TOTALS ===	58.29			

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=====							
01-52347	CORE & MAIN LP						
I-N360727		COUPLING X 49	428.75				
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N			
		COUPLING X 49		900 5-027-555	PLUMBING SUPPLIES	428.75	
I-N386308		PVC COUPLING X 50	437.50				
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: N			
		PVC COUPLING X 50		900 5-027-555	PLUMBING SUPPLIES	437.50	
		=== VENDOR TOTALS ===	866.25				
=====							
01-52382	CORNERSTONE REGIONAL SURVEYING						
I-24793		BOUNDARY SURVEY, FILING FEES	2,872.00				
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: Y			
		BOUNDARY SURVEY, FILING FEES		670 5-000-478	PROFESSIONAL SERVICES	2,872.00	
		=== VENDOR TOTALS ===	2,872.00				
=====							
01-57405	COX BUSINESS SERVICES						
I-202011238770		10/20 OPTICAL INTERNET, PRI	4,329.81				
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N			
		10/20 OPTICAL INTERNET		720 5-000-448	EQUIPMENT-RENTAL/SERVICE	3,500.00	
		PRIMARY RATE INTERFACE LINES		010 5-131-416	COMMUNICATIONS	448.10	
		PRIMARY RATE INTERFACE LINES		900 5-046-416	COMMUNICATIONS	16.60	
		PRIMARY RATE INTERFACE LINES		800 5-040-416	COMMUNICATIONS	240.64	
		PRIMARY RATE INTERFACE LINES		760 5-000-416	COMMUNICATIONS	8.30	
		PRIMARY RATE INTERFACE LINES		370 5-000-416	COMMUNICATIONS	24.89	
		PRIMARY RATE INTERFACE LINES		900 5-037-416	COMMUNICATIONS	33.19	
		PRIMARY RATE INTERFACE LINES		720 5-000-416	COMMUNICATIONS	16.60	
		PRIMARY RATE INTERFACE LINES		900 5-036-416	COMMUNICATIONS	24.89	
		PRIMARY RATE INTERFACE LINES		900 5-026-416	COMMUNICATIONS	16.60	
I-202012028773		ELECTRIC DISTRIBUTION CABLE	21.03				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		ELECTRIC DISTRIBUTION CABLE		800 5-020-448	EQUIPMENT-RENTAL/SERVICE	21.03	
I-202012038793		DIGITAL ADAPTER RENTAL-WTP	2.09				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		DIGITAL ADAPTER RENTAL-WTP		900 5-036-448	EQUIPMENT-RENTAL/SERVICE	2.09	
I-202012038794		CABLE FOR EMERGENCY SERVICES	46.16				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		CABLE FOR EMERGENCY SERVICES		010 5-023-448	EQUIPMENT-RENTAL/SERVICE	23.08	
		CABLE FOR EMERGENCY SERVICES		010 5-041-448	EQUIPMENT-RENTAL/SERVICE	23.08	

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=====						
01-57405	COX BUSINESS SERVICES	(** CONTINUED **)				
=====						
I-202012038795		ELECTRIC ADMIN TELEPHONE SVC	38.18			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		ELECTRIC ADMIN TELEPHONE SVC		800 5-040-416	COMMUNICATIONS	38.18
=== VENDOR TOTALS ===			4,437.27			
=====						
01-01212	CUT IT OUT TREE TRIMMING & LAW					
=====						
I-537158		11/2/20 WEED LOT MOWING	152.00			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y		
		11/2/20 WEED LOT MOWING		700 5-000-424	CONTRACTUAL AGREEMENTS	112.00
		1806 W 6TH LOT CLEAN UP		700 5-000-424	CONTRACTUAL AGREEMENTS	40.00
=== VENDOR TOTALS ===			152.00			
=====						
01-52924	DESIGNS UNLIMITED					
=====						
I-6587		POLO SHIRT X 3	145.50			
12/02/2020	AP	DUE: 12/02/2020 DISC: 12/02/2020		1099: Y		
		POLO SHIRT X 3 - 1/2		900 5-026-515	CLOTHING	72.75
		POLO SHIRT X 3 - 1/2		900 5-036-515	CLOTHING	72.75
=== VENDOR TOTALS ===			145.50			
=====						
01-01175	DIGITAL CONNECTIONS, INC.					
=====						
I-52550		GEN 32 MAINT AGREEMNT,COPIES	40.97			
11/25/2020	AP	DUE: 12/25/2020 DISC: 12/25/2020		1099: N		
		GEN 32 MAINT AGREEMNT,COPIES		800 5-030-448	EQUIPMENT-RENTAL/SERVICE	40.97
=== VENDOR TOTALS ===			40.97			
=====						
01-52980	DIVERSIFIED ELECTRICAL SUPPLY					
=====						
I-696153		LINEMAN FALL RESTRAINT X 9	2,608.91			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		LINEMAN FALL RESTRAINT X 9		800 5-020-570	SAFETY EQUIPMENT	2,608.91
=== VENDOR TOTALS ===			2,608.91			
=====						
01-53282	ENDRESS HAUSER, INC.					
=====						
I-6002188133		POWER BOARD-GAS FLOW METER	611.19			
10/29/2020	AP	DUE: 10/29/2020 DISC: 10/29/2020		1099: N		
		POWER BOARD-GAS FLOW METER		800 5-030-620	EQUIPMENT MAINTENANCE	611.19
=== VENDOR TOTALS ===			611.19			

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-----ID-----			GROSS	P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-53435	FASTENAL COMPANY					
I-KSCOF103815		BOTTOM TAP, WIRE INSERT X 3	7.26			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		BOTTOM TAP, WIRE INSERT X 3		010 5-163-620	EQUIPMENT MAINTENANCE	7.26
I-KSCOF103819		USB BATTERY CHARGER KIT-TOOLS	75.94			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		USB BATTERY CHARGER KIT-TOOLS		800 5-020-580	TOOLS	75.94
I-KSCOF103823		SCREWS, HEX NUTS	30.79			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		SCREWS, HEX NUTS		900 5-026-520	DEPARTMENT SUPPLIES	30.79
I-KSCOF103831		BOTTLED WATER X 84 CASES	262.08			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		BOTTLED WATER X 84 CASES		010 5-041-520	DEPARTMENT SUPPLIES	262.08
I-KSCOF103836		MECHANIC GLOVE X 10	26.20			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		MECHANIC GLOVE X 10		010 5-163-515	CLOTHING	26.20
I-KSCOF103842		THUMB GLOVES, SAFETY GLASSES	18.18			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		THUMB DRIVER'S GLOVES-MECOM		010 5-041-515	CLOTHING	9.85
		SAFETY GLASSES X 2		010 5-041-570	SAFETY EQUIPMENT	8.33
I-KSCOF103844		HEX NUTS X 50	8.68			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		HEX NUTS X 50		800 5-030-520	DEPARTMENT SUPPLIES	8.68
I-KSCOF103846		SCREWS, NUTS, WASHERS	93.02			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		SCREWS, NUTS, WASHERS		800 5-020-520	DEPARTMENT SUPPLIES	93.02
I-KSCOF103858		CAUTION TAPE-NORTH PARK	10.99			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		CAUTION TAPE-NORTH PARK		110 5-760-520	DEPARTMENT SUPPLIES	10.99
I-KSCOF103863		CLEVIS HOOK, BATTERIES	52.09			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		CLEVIS HOOK		010 5-163-680	VEHICLE-PARTS	41.53
		AA, AAA BATTERIES		010 5-163-505	BATTERIES-NON VEHICLES	10.56
I-KSCOF103890		CAP SCREW X 3	3.51			
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N		
		CAP SCREW X 3		010 5-163-620	EQUIPMENT MAINTENANCE	3.51

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-53435	FASTENAL COMPANY	(** CONTINUED **)					
=====							
I-KSCOF103892		AA BATTERY X 24	21.34				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		AA BATTERY X 24		010 5-041-505	BATTERIES-NON VEHICLES	21.34	
=== VENDOR TOTALS ===			610.08				
=====							
01-50170	FLEET SERVICES						
=====							
I-68940935		TRAVEL FUEL CARD CHARGES	160.59				
11/30/2020	AP	DUE: 11/30/2020 DISC: 11/30/2020		1099: N			
		TRAVEL FUEL CARD CHARGES		010 5-023-545	MOTOR FUELS/LUBRICANTS	160.59	
=== VENDOR TOTALS ===			160.59				
=====							
01-01410	FOUR STATE MAINTENANCE SUPPLY,						
=====							
I-613584-1		DISINFECTANT	39.51				
11/13/2020	AP	DUE: 12/13/2020 DISC: 12/13/2020		1099: N			
		DISINFECTANT		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	39.51	
=====							
I-615296		DISPOSABLE FACE MASK X 100	24.62				
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N			
		DISPOSABLE FACE MASK X 100		370 5-000-570	SAFETY EQUIPMENT	24.62	
=====							
I-615301		POP UP WIPES	38.63				
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N			
		POP UP WIPES		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	38.63	
=====							
I-615495		BOWL CLEANER, TOWELS	59.76				
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N			
		BOWL CLEANER, TOWELS		010 5-163-520	DEPARTMENT SUPPLIES	59.76	
=====							
I-615610		NITRILE GLOVES	38.18				
11/25/2020	AP	DUE: 12/25/2020 DISC: 12/25/2020		1099: N			
		NITRILE GLOVES		900 5-027-520	DEPARTMENT SUPPLIES	38.18	
=====							
I-615628		CENTER PULL TOWELS	124.26				
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N			
		CENTER PULL TOWELS		900 5-037-520	DEPARTMENT SUPPLIES	124.26	
=====							
I-615638		CENTER PULL TOWELS	62.80				
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N			
		CENTER PULL TOWELS		900 5-036-520	DEPARTMENT SUPPLIES	62.80	
=====							
I-615756		KN95 FACE MASK X 10	90.90				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		KN95 FACE MASK X 10		900 5-037-570	SAFETY EQUIPMENT	90.90	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01410		FOUR STATE MAINTENANCE SUPPLY, (** CONTINUED **)				
=====						
I-615871		DEGREASER-OFF STREET PARKING	242.10			
12/02/2020	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		DEGREASER-OFF STREET PARKING		010 5-163-525	CHEMICALS/FERTILIZERS/SE	242.10
		=== VENDOR TOTALS ===	720.76			
=====						
01-53743		G & G DOZER LLC				
=====						
I-13150		504 W 4TH 30 YD ROLL OFF	350.00			
11/13/2020	AP	DUE: 12/13/2020 DISC: 12/13/2020		1099: Y		
		504 W 4TH 30 YD ROLL OFF		700 5-000-424	CONTRACTUAL AGREEMENTS	350.00
		=== VENDOR TOTALS ===	350.00			
=====						
01-53800		GALLS, LLC				
=====						
I-016911852		UNIFORM BOOTS-T. COZZO	145.99			
11/10/2020	AP	DUE: 12/10/2020 DISC: 12/10/2020		1099: Y		
		UNIFORM BOOTS-T. COZZO		010 5-041-515	CLOTHING	145.99
		=== VENDOR TOTALS ===	145.99			
=====						
01-53990		GOOD NEWS				
=====						
I-42692		11/20 HGC ADVERTISING	99.00			
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N		
		11/20 HGC ADVERTISING		370 5-000-482	PUBLIC NOTICES	99.00
		=== VENDOR TOTALS ===	99.00			
=====						
01-54032		GRAYBAR ELECTRIC COMPANY, INC.				
=====						
I-9318759797		BOLT X 1100, NUT X 200	4,644.78			
11/12/2020	AP	DUE: 11/12/2020 DISC: 11/12/2020		1099: N		
		BOLT X 1100, NUT X 200		720 5-000-850	OTHER EQUIPMENT	4,644.78
=====						
I-9318768861		FIBER OPTIC CABLE X 40,772 FT	29,151.98			
11/13/2020	AP	DUE: 11/13/2020 DISC: 11/13/2020		1099: N		
		FIBER OPTIC CABLE X 40,772 FT		720 5-000-850	OTHER EQUIPMENT	29,151.98
=====						
I-9318779347		SPLICE CLOSURE X 25	5,253.25			
11/13/2020	AP	DUE: 11/13/2020 DISC: 11/13/2020		1099: N		
		SPLICE CLOSURE X 25		720 5-000-850	OTHER EQUIPMENT	5,253.25
=====						
I-9318806400		POLE MOUNT FIBER STORAGE X 50	1,391.87			
11/16/2020	AP	DUE: 11/16/2020 DISC: 11/16/2020		1099: N		
		POLE MOUNT FIBER STORAGE X 50		720 5-000-850	OTHER EQUIPMENT	1,391.87

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-54032	GRAYBAR ELECTRIC COMPANY, INC.(** CONTINUED **)						
I-9318870074		MACHINE BOLT X 1000	2,024.47				
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N			
		MACHINE BOLT X 1000		720 5-000-850	OTHER EQUIPMENT	2,024.47	
I-9318956606		BOLT X 1100	3,140.28				
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: N			
		BOLT X 1100		720 5-000-850	OTHER EQUIPMENT	3,140.28	
I-9318956607		FIBER SUSPENSION CLAMP X 38	16,668.54				
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: N			
		FIBER SUSPENSION CLAMP X 38		720 5-000-850	OTHER EQUIPMENT	16,668.54	
		=== VENDOR TOTALS ===	62,275.17				
=====							
01-54323	HAWKINS, INC.						
I-4839404		POTASSIUM PERMANGANATE	4,432.05				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: N			
		POTASSIUM PERMANGANATE		900 5-036-525	CHEMICALS/FERTILIZERS/SE	4,432.05	
		=== VENDOR TOTALS ===	4,432.05				
=====							
01-52015	HI-POTENTIAL POWER SERVICES LL						
I-267		ABB TEST JACKS XD 14- A SUB	3,933.13				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: Y			
		ABB TEST JACKS XD 14- A SUB		810 5-020-863	SUBSTATION IMPROVEMENTS	3,933.13	
I-268		A-SUB RELAY UPGRADE	7,752.60				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: Y			
		A-SUB RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	7,752.60	
I-269		A-SUB RELAY UPGRADE	3,075.96				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: Y			
		A-SUB RELAY UPGRADE		800 5-020-424	CONTRACTUAL AGREEMENTS	3,075.96	
I-270		PREVENTIVE MAIN THRU 11/10/20	815.78				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: Y			
		PREVENTIVE MAIN THRU 11/10/20		800 5-020-424	CONTRACTUAL AGREEMENTS	815.78	
		=== VENDOR TOTALS ===	15,577.47				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-01770	HILLCREST GOLF COURSE	PETTY CA				
=====						
I-1510		5 CASES OF BEER FROM BEST BVG	112.60			
12/02/2020	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		5 CASES OF BEER FROM BEST BVG		370 5-000-506	BEER-GOLF COURSE	112.60
		=== VENDOR TOTALS ===	112.60			
=====						
01-54605	HUBER & ASSOCIATES, INC.					
=====						
I-CW167052		ENTERPOL LOTUS TRAVELER	515.00			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		ENTERPOL LOTUS TRAVELER		510 5-000-448	EQUIPMENT-RENTAL/SERVICE	515.00
		=== VENDOR TOTALS ===	515.00			
=====						
01-54630	HUGO'S INDUSTRIAL SUPPLY, INC.					
=====						
C-8251CM		RETURN TONER CARTRIDGE	109.52CR			
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: N		
		RETURN TONER CARTRIDGE		010 5-023-550	OFFICE SUPPLIES	109.52CR
=====						
I-250877		COPY PAPER, TONER CARTRIDGE	374.47			
11/13/2020	AP	DUE: 12/13/2020 DISC: 12/13/2020		1099: N		
		COPY PAPER, TONER CARTRIDGE		010 5-023-550	OFFICE SUPPLIES	374.47
=====						
I-251147		TONER CARTRIDGE	105.99			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		TONER CARTRIDGE		010 5-023-550	OFFICE SUPPLIES	105.99
		=== VENDOR TOTALS ===	370.94			
=====						
01-54660	HY-FLO EQUIPMENT COMPANY					
=====						
I-133309		UNLOADER, SWITCH, ELBOW	219.54			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		UNLOADER, SWITCH, ELBOW		010 5-163-620	EQUIPMENT MAINTENANCE	219.54
		=== VENDOR TOTALS ===	219.54			
=====						
01-54685	IBT, INC.					
=====						
I-7747280		LOCTITE GASKET SEALANT X 2	86.94			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		LOCTITE GASKET SEALANT X 2		800 5-030-620	EQUIPMENT MAINTENANCE	86.94
=====						
I-7748683		BEARING	65.36			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		BEARING		760 5-000-620	EQUIPMENT MAINTENANCE	65.36

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=====							
01-54685	IBT, INC.	(** CONTINUED **)					
=====							
I-7752526		O-RING GREASE X 4-GEN 2 OUTAG	164.67				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		O-RING GREASE X 4-GEN 2 OUTAGE		800 5-030-620	EQUIPMENT MAINTENANCE	164.67	
=== VENDOR TOTALS ===			316.97				
=====							
01-55157	J HARLEN COMPANY, INC.						
=====							
I-1374441		FR RAINCOAT	177.67				
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: N			
		FR RAINCOAT		800 5-020-515	CLOTHING	177.67	
=== VENDOR TOTALS ===			177.67				
=====							
01-55159	JABBEN BACKHOE SERVICE						
=====							
I-2256		SEWER DAMAGE INSPCTN-CR 1425	520.00				
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: Y			
		SEWER DAMAGE INSPCTN-CR 1425		800 5-020-478	PROFESSIONAL SERVICES	520.00	
=== VENDOR TOTALS ===			520.00				
=====							
01-01964	JACQUELINE HOBBS						
=====							
I-202012048815		REFUND CEMETERY PLOT X 2	600.00				
12/04/2020	AP	DUE: 12/04/2020 DISC: 12/04/2020		1099: N			
		REFUND CEMETERY PLOT X 2		010 5-131-835	LAND	600.00	
=== VENDOR TOTALS ===			600.00				
=====							
01-01642	JON'S TIRE & WHEEL LLC						
=====							
I-8435		TIRE REPAIR	14.00				
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y			
		TIRE REPAIR		010 5-023-575	TIRES & TUBES	14.00	
=== VENDOR TOTALS ===			14.00				
=====							
01-55610	KANSAS DEPARTMENT OF REVENUE						
=====							
I-202012028787		10/20 HGC SALES TAX	731.66				
10/31/2020	AP	DRAFT 11/27/2020		1099: N			
		10/20 HGC SALES TAX		370 5-000-486	TAXES, LICENSES, PERMITS	731.66	
=== VENDOR TOTALS ===			731.66				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-55612	KANSAS DEPARTMENT OF REVENUE					
I-21-234		LICENSE PLATE	45.00			
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: N		
		LICENSE PLATE		010 5-023-486	TAXES, LICENSES, PERMITS	45.00
		=== VENDOR TOTALS ===	45.00			
=====						
01-55620	KANSAS DEPARTMENT OF REVENUE					
I-202012028788		10/20 STATE, CITY TAX	56,876.25			
10/31/2020	AP	DRAFT 11/30/2020		1099: N		
		10/20 STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	34,983.53
		10/20 CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	21,892.72
I-202012028789		11/20 ESTIMATED TAX	1,000.00			
11/01/2020	AP	DRAFT 11/30/2020		1099: N		
		11/20 ESTIMATED STATE TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		11/20 ESTIMATED CITY TAX		210 5-000-486	TAXES, LICENSES, PERMITS	500.00
		=== VENDOR TOTALS ===	57,876.25			
=====						
01-02070	KANSAS LUMBER COMPANY					
I-352803		ROOF SEALANT	7.49			
11/04/2020	AP	DUE: 12/04/2020 DISC: 12/04/2020		1099: N		
		ROOF SEALANT		140 5-134-610	BUILDING MAINTENANCE	7.49
I-352945		FORM BOARDS, SHIMS	33.75			
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N		
		FORM BOARDS, SHIMS		900 5-026-520	DEPARTMENT SUPPLIES	33.75
I-352981		BLOCKS, MIX-SPILL WALL	257.83			
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N		
		CONCRETE BLOCKS, STRING WIRE		900 5-036-610	BUILDING MAINTENANCE	210.23
		80# MORTAR MIX X 7		900 5-036-510	CEMENT & ASPHALT	47.60
I-353488		CONCRETE MIX X 42-N PARK	253.90			
11/04/2020	AP	DUE: 12/04/2020 DISC: 12/04/2020		1099: N		
		CONCRETE MIX X 42-N PARK		110 5-760-510	CEMENT & ASPHALT	253.90
		=== VENDOR TOTALS ===	552.97			

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=====						
01-55810	KANSAS ONE-CALL SYSTEM, INC.					
=====						
I-0110192		11/20-LOCATE FEES	108.00			
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N		
		11/20-LOCATE FEES-ELEC 50%		800 5-020-478	PROFESSIONAL SERVICES	54.00
		11/20-LOCATE FEES-WATER 25%		900 5-026-478	PROFESSIONAL SERVICES	27.00
		11/20-LOCATE FEES-WATER 25%		900 5-027-478	PROFESSIONAL SERVICES	27.00
		=== VENDOR TOTALS ===	108.00			
=====						
01-59960	KANSAS STATE TREASURER					
=====						
I-202012028790		11/20 FEES, SURCHARGES	1,845.50			
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N		
		11/20 JUDICIAL EDUCATION		010 5-013-460	PAYMENTS TO STATE AGENCY	58.84
		11/20 LAW ENFORCEMENT TRNG		010 5-013-460	PAYMENTS TO STATE AGENCY	1,305.16
		11/20 DUI FINES		010 5-013-460	PAYMENTS TO STATE AGENCY	481.50
		=== VENDOR TOTALS ===	1,845.50			
=====						
01-56100	KRIZ-DAVIS COMPANY					
=====						
I-921084334		BARRIER CABLE COVER X 75-N PR	213.75			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		BARRIER CABLE COVER X 75-N PRK		110 5-760-850	OTHER EQUIPMENT	213.75
		=== VENDOR TOTALS ===	213.75			
=====						
01-56329	LEAGUE OF KANSAS MUNICIPALITIE					
=====						
I-20-2352		PERSONNEL MANAGEMENT TRNG	75.00			
11/21/2020	AP	DUE: 11/21/2020 DISC: 11/21/2020		1099: N		
		PERSONNEL MANAGEMENT TRNG		010 5-019-428	CONFERENCES-SCHOOLS	75.00
		=== VENDOR TOTALS ===	75.00			
=====						
01-56500	LOCKE SUPPLY COMPANY					
=====						
I-41794682-00		REPLACEMENT TOILET	117.24			
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N		
		REPLACEMENT TOILET		140 5-134-610	BUILDING MAINTENANCE	117.24
=====						
I-41911084-00		HEAT EXCHANGER FOR SHOP	1,711.42			
12/02/2020	AP	DUE: 1/01/2021 DISC: 1/01/2021		1099: N		
		HEAT EXCHANGER FOR SHOP		010 5-163-805	BUILDING	1,711.42
		=== VENDOR TOTALS ===	1,828.66			

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-56777	MARTIN'S FLAG COMPANY LLC					
I-30974		U.S., KANSAS FLAG X 14	1,008.30			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: Y		
		U.S., KANSAS FLAG X 14 - 1/3		010 5-091-520	DEPARTMENT SUPPLIES	336.10
		U.S., KANSAS FLAG X 14 - 1/3		010 5-092-520	DEPARTMENT SUPPLIES	336.10
		U.S., KANSAS FLAG X 14 - 1/3		010 5-163-520	DEPARTMENT SUPPLIES	336.10
		=== VENDOR TOTALS ===	1,008.30			
=====						
01-56558	MCCARTY'S OFFICE MACHINES, INC					
I-V85095-00		COPY PAPER	36.99			
10/27/2020	AP	DUE: 11/26/2020 DISC: 11/26/2020		1099: N		
		COPY PAPER		900 5-036-550	OFFICE SUPPLIES	36.99
I-V86391-00		LABELS, TAPE CARTRIDGE X 4	316.68			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		LABELS, TAPE CARTRIDGE X 4		800 5-020-550	OFFICE SUPPLIES	316.68
		=== VENDOR TOTALS ===	353.67			
=====						
01-56640	MCMASTER-CARR SUPPLY COMPANY					
I-49223450		SHIPPING BOX X 5	65.43			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		SHIPPING BOX X 5		900 5-036-550	OFFICE SUPPLIES	65.43
		=== VENDOR TOTALS ===	65.43			
=====						
01-56878	MERITAIN HEALTH					
I-202012038791		12/20 HEALTH, LIFE PREMIUMS	39,210.36			
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: N		
		12/20 HEALTH PREMIUMS		350 5-716-310	HEALTH INSURANCE	38,903.90
		12/20 LIFE PREMIUMS		350 5-718-310	LIFE INSURANCE	306.46
		=== VENDOR TOTALS ===	39,210.36			
=====						
01-56909	METRO COURIER, INC.					
I-0141847-IN		LAB TEST TO KDHE	31.24			
11/15/2020	AP	DUE: 11/15/2020 DISC: 11/15/2020		1099: N		
		LAB TEST TO KDHE		900 5-036-550	OFFICE SUPPLIES	31.24
		=== VENDOR TOTALS ===	31.24			

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-----ID-----		GROSS		P.O. #			
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-57064	MIDWEST FENCE NEOK LLC						
I-7463		FENCE REPAIR-7TH/SUNFLOWER	800.00				
10/08/2020	AP	DUE: 10/08/2020 DISC: 10/08/2020		1099: Y			
		FENCE REPAIR-7TH/SUNFLOWER		010 5-163-478	PROFESSIONAL SERVICES	800.00	
		=== VENDOR TOTALS ===	800.00				
=====							
01-57100	MIDWEST MINERALS, LLC						
I-471487		10.42 TON OF AB-3	97.43				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		10.42 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	97.43	
I-471783		15.40 TON OF AB-3	143.99				
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N			
		15.40 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	143.99	
I-472114		32.47 TON OF AB-3	303.60				
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N			
		32.47 TON OF AB-3		900 5-026-565	ROCK-SAND-DIRT	303.60	
I-473391		49.12 TON OF AB-3	459.28				
11/30/2020	AP	DUE: 12/30/2020 DISC: 12/30/2020		1099: N			
		49.12 TON OF AB-3		010 5-163-565	ROCK-SAND-DIRT	459.28	
		=== VENDOR TOTALS ===	1,004.30				
=====							
01-02550	MONTGOMERY COUNTY ACTION COUNC						
I-2020-4		4TH QTR 2020 SERVICE AGREEMEN	6,250.00				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		4TH QTR 2020 SERVICE AGREEMENT		130 5-000-424	CONTRACTUAL AGREEMENTS	6,250.00	
		=== VENDOR TOTALS ===	6,250.00				
=====							
01-02570	MONTGOMERY COUNTY HEALTH DEPAR						
I-6675		HEP B VACCINE-DRYER	66.00				
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N			
		HEP B VACCINE-DRYER		010 5-023-478	PROFESSIONAL SERVICES	66.00	
		=== VENDOR TOTALS ===	66.00				

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-52390		MONTGOMERY COUNTY TREASURER					
=====							
I-2020		2020 PROPERTY TAXES	3,412.98				
12/04/2020	AP	DUE: 1/03/2021 DISC: 1/03/2021		1099: N			
		2020 TAXES - 0 HOME CIRCLE		520 5-400-486	TAXES, LICENSES, PERMITS	21.86	
		2020 TAXES - 501 SOUTH MAPLE		520 5-400-486	TAXES, LICENSES, PERMITS	39.36	
		2020 TAXES - 1876 CR 5300		520 5-400-486	TAXES, LICENSES, PERMITS	95.00	
		2020 TAXES - 217 WEST 8TH		520 5-400-486	TAXES, LICENSES, PERMITS	51.08	
		2020 TAXES - 1104 WEST 10TH		520 5-400-486	TAXES, LICENSES, PERMITS	34.98	
		2020 TAXES - 206 WEST 2ND		520 5-400-486	TAXES, LICENSES, PERMITS	34.98	
		2020 TAXES - 1102 WEST 10TH		520 5-400-486	TAXES, LICENSES, PERMITS	34.98	
		2020 TAXES - 120 WEST PAUL		520 5-400-486	TAXES, LICENSES, PERMITS	28.42	
		2020 TAXES - 120 WEST ELDRIDGE		520 5-400-486	TAXES, LICENSES, PERMITS	29.62	
		2020 TAXES - 0 WEST 8TH		520 5-400-486	TAXES, LICENSES, PERMITS	62.20	
		2020 TAXES - ROYALTY INTEREST		360 5-000-486	TAXES, LICENSES, PERMITS	885.82	
		2020 TAXES - GOLF CART ASSESS		370 5-000-486	TAXES, LICENSES, PERMITS	2,094.68	
=====							
I-202012038792		TITLE, REGISTRATION FEES	31.75				
11/23/2020	AP	MANUAL CK# 003801 11/23/2020		1099: N			
		TITLE, REGISTRATION FEES		010 5-023-486	TAXES, LICENSES, PERMITS	31.75	
		=== VENDOR TOTALS ===	3,444.73				
=====							
01-57482		MYGOV, LLC					
=====							
I-5956		12/20 SOFTWARE SUPPORT	680.00				
12/01/2020	AP	DUE: 12/01/2020 DISC: 12/01/2020		1099: Y			
		12/20 SOFTWARE SUPPORT		010 5-045-424	CONTRACTUAL AGREEMENTS	340.00	
		12/20 SOFTWARE SUPPORT		010 5-071-424	CONTRACTUAL AGREEMENTS	340.00	
		=== VENDOR TOTALS ===	680.00				
=====							
01-02689		NO LIMIT POWERSPORTS - JON'S					
=====							
I-3067		BEARING, PULLEY, BOLTS	277.49				
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: N			
		BEARING X 8, PULLEY		010 5-163-620	EQUIPMENT MAINTENANCE	241.01	
		HEX BOLT X 24		010 5-163-620	EQUIPMENT MAINTENANCE	36.48	
		=== VENDOR TOTALS ===	277.49				
=====							
01-02720		O'REILLY AUTOMOTIVE, INC.					
=====							
C-0144-382584		RETURN BATTERY-IP GENERATOR	174.79CR				
11/13/2020	AP	DUE: 11/13/2020 DISC: 11/13/2020		1099: N			
		RETURN BATTERY-IP GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	174.79CR	
C-0144-383330		RETURN BELT	11.37CR				
11/18/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: N			
		RETURN BELT		010 5-163-620	EQUIPMENT MAINTENANCE	11.37CR	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)				
I-0144-381915		MARKER LIGHT	4.79			
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N		
		MARKER LIGHT		010 5-163-590	VEHICLE-EQUIP SUPPLIES	4.79
I-0144-382426		BATTERY FOR IP GENERATOR	174.79			
11/12/2020	AP	DUE: 12/12/2020 DISC: 12/12/2020		1099: N		
		BATTERY FOR IP GENERATOR		900 5-027-620	EQUIPMENT MAINTENANCE	174.79
I-0144-382906		BATTERY X 2	387.72			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		BATTERY X 2		010 5-163-620	EQUIPMENT MAINTENANCE	387.72
I-0144-382909		BELT X 2, AIR COUPLER	25.60			
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N		
		BELT X 2, AIR COUPLER		010 5-163-620	EQUIPMENT MAINTENANCE	25.60
I-0144-383149		MAP SENSOR	66.84			
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N		
		MAP SENSOR		010 5-163-680	VEHICLE-PARTS	66.84
I-0144-383150		WIPER FLUID, FUEL FILTER	50.30			
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N		
		WIPER FLUID X 6		010 5-163-590	VEHICLE-EQUIP SUPPLIES	29.94
		FUEL FILTER		010 5-163-680	VEHICLE-PARTS	20.36
I-0144-383311		HOSE CLAMPS, HEATER HOSES	7.02			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		HOSE CLAMPS, HEATER HOSES		900 5-027-620	EQUIPMENT MAINTENANCE	7.02
I-0144-383399		DIMMER SWITCH	12.28			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		DIMMER SWITCH		010 5-041-680	VEHICLE-PARTS	12.28
I-0144-383514		FUEL, AIR, OIL FILTERS	145.18			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		FUEL, AIR, OIL FILTERS		010 5-163-680	VEHICLE-PARTS	145.18
I-0144-383602		STABILIZER	69.98			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		STABILIZER		010 5-163-545	MOTOR FUELS/LUBRICANTS	69.98
I-0144-383768		WIPER BLADE X 2	51.95			
11/21/2020	AP	DUE: 12/21/2020 DISC: 12/21/2020		1099: N		
		WIPER BLADE X 2		800 5-030-590	VEHICLE-EQUIP SUPPLIES	51.95
I-0144-383853		WIPER BLADE X 2	19.02			
11/21/2020	AP	DUE: 12/21/2020 DISC: 12/21/2020		1099: N		
		WIPER BLADE X 2		010 5-023-590	VEHICLE-EQUIP SUPPLIES	19.02

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-02720	O'REILLY AUTOMOTIVE, INC.	(** CONTINUED **)					
I-0144-383987		TOGGLE SWITCH X 3, ROCKER	24.76				
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N			
		TOGGLE SWITCH X 3, ROCKER		010 5-163-680	VEHICLE-PARTS	24.76	
I-0144-384169		WIPER BLADE X 10	19.90				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		WIPER BLADE X 10		010 5-163-590	VEHICLE-EQUIP SUPPLIES	19.90	
I-0144-384213		HEADLIGHT	6.96				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		HEADLIGHT		010 5-023-680	VEHICLE-PARTS	6.96	
I-0144-384216		AIR, OIL, FUEL FILTERS	275.46				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		AIR, OIL, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	137.73	
		AIR, OIL, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	137.73	
I-0144-385077		OIL, AIR, FUEL FILTERS	96.23				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		OIL, AIR, FUEL FILTERS		010 5-163-680	VEHICLE-PARTS	96.23	
		=== VENDOR TOTALS ===	1,252.62				
=====							
01-00777	OLSON'S ACE HARDWARE						
I-1633		SHIFTER SPRING	4.99				
10/28/2020	AP	DUE: 10/28/2020 DISC: 10/28/2020		1099: Y			
		SHIFTER SPRING		370 5-000-620	EQUIPMENT MAINTENANCE	4.99	
I-1646		COUPLING, NUT DRIVER	23.17				
10/28/2020	AP	DUE: 10/28/2020 DISC: 10/28/2020		1099: Y			
		COUPLING X 2		900 5-027-555	PLUMBING SUPPLIES	15.18	
		NUT DRIVER		900 5-027-580	TOOLS	7.99	
I-1661		SURGE PROTECTOR	15.99				
10/29/2020	AP	DUE: 10/29/2020 DISC: 10/29/2020		1099: Y			
		SURGE PROTECTOR		900 5-026-520	DEPARTMENT SUPPLIES	15.99	
I-1664		TOILET SEAT, BLEACH	57.95				
10/29/2020	AP	DUE: 10/29/2020 DISC: 10/29/2020		1099: Y			
		TOILET SEAT X 2		900 5-026-572	SUPPLIES-OTHER	51.98	
		BLEACH		900 5-026-520	DEPARTMENT SUPPLIES	5.97	
I-1714		COUPLINGS, PIPE	48.21				
10/30/2020	AP	DUE: 10/30/2020 DISC: 10/30/2020		1099: Y			
		COUPLINGS, PIPE		900 5-036-620	EQUIPMENT MAINTENANCE	48.21	

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00777	OLSON'S ACE HARDWARE	(** CONTINUED **)				
I-1723		COUPLINGS, BUSHINGS, ELBOWS	33.13			
10/30/2020	AP	DUE: 10/30/2020 DISC: 10/30/2020		1099: Y		
		COUPLINGS, BUSHINGS, ELBOWS		900 5-036-620	EQUIPMENT MAINTENANCE	33.13
I-1730		EXTENSION CORD X 2	79.98			
10/30/2020	AP	DUE: 10/30/2020 DISC: 10/30/2020		1099: Y		
		EXTENSION CORD X 2		010 5-163-520	DEPARTMENT SUPPLIES	79.98
I-1741		MOLE TRAP X 3	47.97			
10/31/2020	AP	DUE: 10/31/2020 DISC: 10/31/2020		1099: Y		
		MOLE TRAP X 3		370 5-000-520.02	DEPARTMENT SUPPLIES-MAIN	47.97
I-1768		ROPE HOOK X 8	7.12			
11/02/2020	AP	DUE: 11/02/2020 DISC: 11/02/2020		1099: Y		
		ROPE HOOK X 8		010 5-163-620	EQUIPMENT MAINTENANCE	7.12
I-1791		VALVE X 4	27.96			
11/02/2020	AP	DUE: 11/02/2020 DISC: 11/02/2020		1099: Y		
		VALVE X 4		900 5-036-620	EQUIPMENT MAINTENANCE	27.96
I-1805		CONNECTOR, WIPER FLUID	12.17			
11/02/2020	AP	DUE: 11/02/2020 DISC: 11/02/2020		1099: Y		
		CONNECTOR		010 5-041-520	DEPARTMENT SUPPLIES	7.99
		WIPER FLUID X 2		010 5-041-590	VEHICLE-EQUIP SUPPLIES	4.18
I-1865		DUCT, MASKING, PAINTER TAPE	21.57			
11/04/2020	AP	DUE: 11/04/2020 DISC: 11/04/2020		1099: Y		
		DUCT, MASKING, PAINTER TAPE		010 5-023-520	DEPARTMENT SUPPLIES	21.57
I-1879		ALLEN WRENCH SET	17.99			
11/04/2020	AP	DUE: 11/04/2020 DISC: 11/04/2020		1099: Y		
		ALLEN WRENCH SET		900 5-027-580	TOOLS	17.99
I-1932		APPLIANCE EPOXY	13.18			
11/05/2020	AP	DUE: 11/05/2020 DISC: 11/05/2020		1099: Y		
		APPLIANCE EPOXY		450 5-000-520	DEPARTMENT SUPPLIES	13.18
I-1943		APPLIANCE EPOXY	6.59			
11/05/2020	AP	DUE: 11/05/2020 DISC: 11/05/2020		1099: Y		
		APPLIANCE EPOXY		450 5-000-520	DEPARTMENT SUPPLIES	6.59
I-1945		GORILLA GLUE	11.99			
11/05/2020	AP	DUE: 11/05/2020 DISC: 11/05/2020		1099: Y		
		GORILLA GLUE		010 5-041-520	DEPARTMENT SUPPLIES	11.99
I-1953		BATTERY PACK	6.99			
11/06/2020	AP	DUE: 11/06/2020 DISC: 11/06/2020		1099: Y		
		BATTERY PACK		800 5-030-505	BATTERIES-NON VEHICLES	6.99

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=====						
01-00777	OLSON'S ACE HARDWARE	(** CONTINUED **)				
I-1956		ANTI-THEFT TOWING KIT	35.99			
11/06/2020	AP	DUE: 11/06/2020 DISC: 11/06/2020		1099: Y		
		ANTI-THEFT TOWING KIT		010 5-163-620	EQUIPMENT MAINTENANCE	35.99
I-2032		DUPLICATE KEY X 7	16.33			
11/09/2020	AP	DUE: 11/09/2020 DISC: 11/09/2020		1099: Y		
		DUPLICATE KEY X 7		900 5-027-520	DEPARTMENT SUPPLIES	16.33
I-2103		PUTTY KNIFE, DUPLICATE KEY X	17.57			
11/10/2020	AP	DUE: 11/10/2020 DISC: 11/10/2020		1099: Y		
		PUTTY KNIFE, DUPLICATE KEY X 2		900 5-027-520	DEPARTMENT SUPPLIES	17.57
I-2313		TARP STRAP X 3, DUPLICATE KEY	11.55			
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: Y		
		TARP STRAP X 3, DUPLICATE KEYS		900 5-026-520	DEPARTMENT SUPPLIES	11.55
I-2329		HOSE NOZZLE X 2	29.98			
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: Y		
		HOSE NOZZLE X 2		900 5-037-520	DEPARTMENT SUPPLIES	29.98
I-2399		BRASS GATE VALVE	44.99			
11/18/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: Y		
		BRASS GATE VALVE		900 5-026-555	PLUMBING SUPPLIES	44.99
I-2411		LED BULBS FOR FLOAT	16.99			
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: Y		
		LED BULBS FOR FLOAT		760 5-000-520	DEPARTMENT SUPPLIES	16.99
I-2417		DECK SCREWS-NORTH PARK	8.99			
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: Y		
		DECK SCREWS-NORTH PARK		110 5-760-520	DEPARTMENT SUPPLIES	8.99
I-2428		PIPE INSULATION	1.99			
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: Y		
		PIPE INSULATION		900 5-026-555	PLUMBING SUPPLIES	1.99
I-2518		TOILET FLANGE BOLT	4.99			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y		
		TOILET FLANGE BOLT		140 5-134-610	BUILDING MAINTENANCE	4.99
I-2522		TOILET FLUSH VALVE	159.99			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y		
		TOILET FLUSH VALVE		140 5-134-610	BUILDING MAINTENANCE	159.99
I-2562		FITTINGS FOR ANI LINE	10.24			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y		
		FITTINGS FOR ANI LINE		900 5-036-620	EQUIPMENT MAINTENANCE	10.24

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ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-00777	OLSON'S ACE HARDWARE	(** CONTINUED **)				
I-2580		PVC SAW, ANGLE SERVICE VALVE	35.97			
11/24/2020	AP	DUE: 11/24/2020 DISC: 11/24/2020		1099: Y		
		PVC SAW		900 5-026-580	TOOLS	19.99
		ANGLE SERVICE VALVE X 2		010 5-023-610	BUILDING MAINTENANCE	15.98
I-2591		INSULATION, PIPE, BATTERY	54.43			
11/24/2020	AP	DUE: 11/24/2020 DISC: 11/24/2020		1099: Y		
		INSULATION, PIPE FOR ANI FEED		900 5-036-620	EQUIPMENT MAINTENANCE	48.45
		1.5V BATTERY X 2		900 5-036-505	BATTERIES-NON VEHICLES	5.98
I-2609		DUPLICATE KEY X 2	2.78			
11/24/2020	AP	DUE: 11/24/2020 DISC: 11/24/2020		1099: Y		
		DUPLICATE KEY X 2		900 5-027-520	DEPARTMENT SUPPLIES	2.78
I-2619		BLEACH	18.99			
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: Y		
		BLEACH		010 5-163-520	DEPARTMENT SUPPLIES	18.99
I-2630		SURGE PROTECTOR	15.99			
11/25/2020	AP	DUE: 11/25/2020 DISC: 11/25/2020		1099: Y		
		SURGE PROTECTOR		900 5-026-520	DEPARTMENT SUPPLIES	15.99
I-2667		CONNECTOR, THREAD TAPE	6.97			
11/27/2020	AP	DUE: 11/27/2020 DISC: 11/27/2020		1099: Y		
		CONNECTOR, THREAD TAPE		900 5-036-620	EQUIPMENT MAINTENANCE	6.97
		=== VENDOR TOTALS ===	931.68			
=====						
01-00778	OLSON'S ACE HARDWARE - TAXABLE					
I-1613		BIT, FASTENERS, HANGERS	82.44			
10/28/2020	AP	DUE: 10/28/2020 DISC: 10/28/2020		1099: Y		
		BIT, FASTENERS, HANGERS		800 5-030-520	DEPARTMENT SUPPLIES	82.44
I-1630		MOUNTING HOOKS, FASTENERS	47.86			
10/28/2020	AP	DUE: 10/28/2020 DISC: 10/28/2020		1099: Y		
		MOUNTING HOOKS, FASTENERS		800 5-030-520	DEPARTMENT SUPPLIES	47.86
I-1707		GLUE TRAPS, HANGARS, HOOKS	55.47			
10/30/2020	AP	DUE: 10/30/2020 DISC: 10/30/2020		1099: Y		
		GLUE TRAPS, HANGARS, HOOKS		800 5-030-520	DEPARTMENT SUPPLIES	55.47
I-1717		VINYL TUBING	10.84			
10/30/2020	AP	DUE: 10/30/2020 DISC: 10/30/2020		1099: Y		
		VINYL TUBING		800 5-030-520	DEPARTMENT SUPPLIES	10.84

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=====						
01-00778 OLSON'S ACE HARDWARE - TAXABLE(** CONTINUED **)						
I-1967		COMBO METRIC WRENCH	10.94			
11/06/2020	AP	DUE: 11/06/2020 DISC: 11/06/2020		1099: Y		
		COMBO METRIC WRENCH		800 5-020-580	TOOLS	10.94
I-2540		CHEMICAL GLOVES X 2 PAIR	15.31			
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: Y		
		CHEMICAL GLOVES X 2 PAIR		800 5-030-520	DEPARTMENT SUPPLIES	15.31
I-2568		SCOUR PADS	1.96			
11/24/2020	AP	DUE: 11/24/2020 DISC: 11/24/2020		1099: Y		
		SCOUR PADS		800 5-030-520	DEPARTMENT SUPPLIES	1.96
=== VENDOR TOTALS ===			224.82			
=====						
01-02728 ORSCHELN COFFEYVILLE 36 - TAXA						
I-013925		HITCH ADAPTER, PIN AND CLIP	32.83			
10/27/2020	AP	DUE: 10/27/2020 DISC: 10/27/2020		1099: N		
		HITCH ADAPTER, PIN AND CLIP		800 5-020-520	DEPARTMENT SUPPLIES	32.83
I-013937		TIE DOWN STRAP, D-RING MOUNT	24.07			
10/27/2020	AP	DUE: 10/27/2020 DISC: 10/27/2020		1099: N		
		TIE DOWN STRAP, D-RING MOUNT		800 5-020-520	DEPARTMENT SUPPLIES	24.07
=== VENDOR TOTALS ===			56.90			
=====						
01-58000 OZARKS COCA-COLA/DR. PEPPER BO						
I-26719003		TEA, GATORADE, 20 OZ	125.22			
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N		
		TEA, GATORADE, 20 OZ		370 5-000-507	CONCESSIONS	125.22
=== VENDOR TOTALS ===			125.22			
=====						
01-58037 PACE ANALYTICAL SERVICES, INC.						
I-2060119930		LAB TEST FOR WWTP	60.00			
11/18/2020	AP	DUE: 12/18/2020 DISC: 12/18/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	60.00
I-2060120006		LAB TEST FOR WWTP	243.00			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	243.00
I-2060120049		LAB TEST FOR WWTP	185.00			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N		
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	185.00

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=====							
01-58037	PACE ANALYTICAL SERVICES, INC.(** CONTINUED **)						
I-2060120105		LAB TEST FOR WWTP	128.00				
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N			
		LAB TEST FOR WWTP		900 5-037-478	PROFESSIONAL SERVICES	128.00	
		=== VENDOR TOTALS ===	616.00				
=====							
01-58180	PEREGRINE CORPORATION						
I-414388		STORMWATER INSERT X 5202	913.50				
11/10/2020	AP	DUE: 11/10/2020 DISC: 11/10/2020		1099: N			
		STORMWATER INSERT X 5202		760 5-000-482	PUBLIC NOTICES	913.50	
I-414596		11/9/20 LATE NOTICES	246.37				
11/12/2020	AP	DUE: 11/12/2020 DISC: 11/12/2020		1099: N			
		11/9/20 LATE NOTICES		010 5-017-478	PROFESSIONAL SERVICES	246.37	
I-415675		11/20/20 UTILITY BILL PRINTIN	771.53				
11/23/2020	AP	DUE: 11/23/2020 DISC: 11/23/2020		1099: N			
		11/20/20 UTILITY BILL PRINTING		010 5-017-478	PROFESSIONAL SERVICES	771.53	
		=== VENDOR TOTALS ===	1,931.40				
=====							
01-58683	RHOMAR INDUSTRIES, INC.						
I-98050		SALT/CHLORIDE NEUTRALIZER	295.00				
11/19/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N			
		SALT/CHLORIDE NEUTRALIZER		010 5-163-525	CHEMICALS/FERTILIZERS/SE	295.00	
		=== VENDOR TOTALS ===	295.00				
=====							
01-03251	RURAL WATER DISTRICT NO. 6						
I-202012038796		12/20 WATER USAGE-AIRPORT	20.00				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		12/20 WATER USAGE-AIRPORT		360 5-000-494	UTILITIES	20.00	
I-202012038797		12/20 WATER USAGE-DEWEY PRPRT	20.00				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		12/20 WATER USAGE-DEWEY PRPRTY		010 5-131-494	UTILITIES	20.00	
		=== VENDOR TOTALS ===	40.00				

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=====							
01-03385	SEK READY MIX, INC.						
I-4355		4 CY-5TH/ELM UTILITY CUTS	416.00				
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: N			
		4 CY-5TH/ELM UTILITY CUTS		900 5-026-510	CEMENT & ASPHALT	416.00	
I-4357		5 CY-6TH/SUNFLOWER CUTS	520.00				
11/18/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: N			
		5 CY-6TH/SUNFLOWER CUTS		900 5-026-510	CEMENT & ASPHALT	520.00	
		=== VENDOR TOTALS ===	936.00				
=====							
01-01541	SHANE GEORGE						
I-202012038798		LUNCH-COLUMBUS-PUMPS/FLOWMETE	10.00				
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N			
		LUNCH-COLUMBUS-PUMPS/FLOWMETER		900 5-037-490	TRAVEL EXPENSE REIMBURSE	10.00	
		=== VENDOR TOTALS ===	10.00				
=====							
01-03460	SHERWIN WILLIAMS COMPANY						
I-9809-3		SAFETY YELLOW PAINT	63.99				
11/21/2020	AP	DUE: 12/21/2020 DISC: 12/21/2020		1099: N			
		SAFETY YELLOW PAINT		900 5-036-520	DEPARTMENT SUPPLIES	63.99	
		=== VENDOR TOTALS ===	63.99				
=====							
01-59035	SMC ELECTRIC SUPPLY						
I-51071732-00		DEADEND X 10, BRACKET X 5	258.10				
10/15/2020	AP	DUE: 11/14/2020 DISC: 11/14/2020		1099: N			
		DEADEND X 10, BRACKET X 5		720 5-000-850	OTHER EQUIPMENT	258.10	
I-51072153-00		CORD X 65'	232.69				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		CORD X 65'		900 5-037-620	EQUIPMENT MAINTENANCE	232.69	
		=== VENDOR TOTALS ===	490.79				
=====							
01-59669	SOUTHERN UNIFORM & EQUIPMENT L						
I-110724		DUTY BELT-SEVIER	77.99				
11/20/2020	AP	DUE: 11/20/2020 DISC: 11/20/2020		1099: N			
		DUTY BELT-SEVIER		010 5-023-515	CLOTHING	77.99	
I-110726		HOLSTER-SEVIER	126.99				
11/20/2020	AP	DUE: 11/20/2020 DISC: 11/20/2020		1099: N			
		HOLSTER-SEVIER		010 5-023-515	CLOTHING	126.99	
		=== VENDOR TOTALS ===	204.98				

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=====						
01-03717	STEPHENS VENDING CORPORATION					
I-20459		CANDY, CHIPS	105.23			
11/17/2020	AP	DUE: 11/17/2020 DISC: 11/17/2020		1099: N		
		CANDY, CHIPS		370 5-000-507	CONCESSIONS	105.23
		=== VENDOR TOTALS ===	105.23			
=====						
01-60053	SUNSOURCE					
I-5470017-00		HYDRAULIC PUMP	2,222.88			
11/16/2020	AP	DUE: 11/16/2020 DISC: 11/16/2020		1099: N		
		HYDRAULIC PUMP		370 5-000-620	EQUIPMENT MAINTENANCE	2,222.88
		=== VENDOR TOTALS ===	2,222.88			
=====						
01-60208	TED HALL					
I-202012038799		REFUND RS BUILDING RENTAL	75.00			
12/03/2020	AP	DUE: 12/03/2020 DISC: 12/03/2020		1099: N		
		REFUND RS BUILDING RENTAL		010 4-000-174	RENTALS-BUILDING	75.00
		=== VENDOR TOTALS ===	75.00			
=====						
01-03770	THOMPSON BROTHERS SUPPLIES, IN					
I-788662		BRASS FERRULE,NUTS,FITTINGS	13.19			
11/10/2020	AP	DUE: 12/10/2020 DISC: 12/10/2020		1099: N		
		BRASS FERRULE,NUTS,FITTINGS		800 5-030-520	DEPARTMENT SUPPLIES	13.19
I-789499		COMPRESSED HYDROGEN X 7	202.00			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		COMPRESSED HYDROGEN X 7		800 5-030-525	CHEMICALS/FERTILIZERS/SE	202.00
I-789979		FR BEANIE HAT X 2-YEUBANKS	54.75			
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N		
		FR BEANIE HAT X 2-YEUBANKS		800 5-020-515	CLOTHING	54.75
		=== VENDOR TOTALS ===	269.94			
=====						
01-60295	THOMPSON LUMBER LLC					
I-INV0123723		POST X 8-N PARK PARKING GUARD	1,239.77			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: Y		
		POST X 8-N PARK PARKING GUARD		110 5-760-520	DEPARTMENT SUPPLIES	1,239.77
I-INV0123743		BOTTOM DOOR SEAL-PERKINS	10.99			
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: Y		
		BOTTOM DOOR SEAL-PERKINS		010 5-092-610	BUILDING MAINTENANCE	10.99
		=== VENDOR TOTALS ===	1,250.76			

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=====							
01-50100	TITLEIST						
I-909877579		GOLF BALL X 7 DOZEN	159.08				
11/19/2020	AP	DUE: 12/19/2020 DISC: 12/19/2020		1099: N			
		GOLF BALL X 7 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	159.08	
I-909902211		GOLF BALL X 4 DOZEN	95.47				
11/24/2020	AP	DUE: 12/24/2020 DISC: 12/24/2020		1099: N			
		GOLF BALL X 4 DOZEN		370 5-000-508	PRO SHOP SUPPLIES	95.47	
		=== VENDOR TOTALS ===	254.55				
=====							
01-03810	TOOL SUPPLY, INC.						
I-0098869-00		THREADED INSERT X 2	3.00				
11/16/2020	AP	DUE: 12/16/2020 DISC: 12/16/2020		1099: N			
		THREADED INSERT X 2		010 5-163-620	EQUIPMENT MAINTENANCE	3.00	
		=== VENDOR TOTALS ===	3.00				
=====							
01-60410	TOTAH COMMUNICATIONS, INC.						
I-202012048802		12/20 E911 - LIBERTY	27.35				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		12/20 E911 - LIBERTY		510 5-000-416	COMMUNICATIONS	27.35	
I-202012048803		12/20 E911 - TYRO	27.35				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		12/20 E911 - TYRO		510 5-000-416	COMMUNICATIONS	27.35	
		=== VENDOR TOTALS ===	54.70				
=====							
01-03840	TRI-STATE ELECTRIC SUPPLY COMP						
I-1122-400951		STEEL BASE,FITTINGS-WWTP	35.15				
11/17/2020	AP	DUE: 12/17/2020 DISC: 12/17/2020		1099: N			
		STEEL BASE,FITTINGS-WWTP		800 5-020-572	SUPPLIES-OTHER	35.15	
I-1122-401084		CABLE TIES X 100	31.17				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		CABLE TIES X 100		800 5-020-520	DEPARTMENT SUPPLIES	31.17	
I-1122-401085		CONDUIT HOLE SEALS	21.46				
12/01/2020	AP	DUE: 12/31/2020 DISC: 12/31/2020		1099: N			
		CONDUIT HOLE SEALS		800 5-020-520	DEPARTMENT SUPPLIES	21.46	
		=== VENDOR TOTALS ===	87.78				

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=====						
01-60865	UCI UTILITY CONSULTANTS, INC.					
=====						
I-26377		RANDOM DRUG TESTING	200.00			
11/25/2020	AP	DUE: 12/25/2020 DISC: 12/25/2020		1099: N		
		RANDOM DRUG TESTING		010 5-023-478	PROFESSIONAL SERVICES	50.00
		RANDOM DRUG TESTING X 3		010 5-041-478	PROFESSIONAL SERVICES	150.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-60726	UPS					
=====						
I-00001652XV480		AR TEST LAB,KDHE,THERMO,BOLL	109.99			
11/28/2020	AP	DUE: 11/28/2020 DISC: 11/28/2020		1099: N		
		ARKANSAS TEST LABS		800 5-020-550	OFFICE SUPPLIES	73.47
		KDHE		800 5-040-550	OFFICE SUPPLIES	9.92
		BOLL FILTER,THERMO FISHER		800 5-030-550	OFFICE SUPPLIES	26.60
		=== VENDOR TOTALS ===	109.99			
=====						
01-60850	USA BLUEBOOK					
=====						
I-426555		PROBE ASSEMBLY	396.51			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		PROBE ASSEMBLY		900 5-037-525	CHEMICALS/FERTILIZERS/SE	396.51
=====						
I-426558		SUSPENDED FLOAT SWITCH X 2	209.82			
11/23/2020	AP	DUE: 12/23/2020 DISC: 12/23/2020		1099: N		
		SUSPENDED FLOAT SWITCH X 2		900 5-037-620	EQUIPMENT MAINTENANCE	209.82
		=== VENDOR TOTALS ===	606.33			
=====						
01-58220	VICTOR L. PHILLIPS COMPANY					
=====						
I-PSO033555-1		GRIP KNOB	49.11			
11/25/2020	AP	DUE: 12/25/2020 DISC: 12/25/2020		1099: N		
		GRIP KNOB		010 5-163-620	EQUIPMENT MAINTENANCE	49.11
		=== VENDOR TOTALS ===	49.11			
=====						
01-04010	WALMART COMMUNITY BRC					
=====						
I-01221		COOKIES, CIDER FOR OPEN HOUSE	21.19			
11/12/2020	AP	DUE: 12/12/2020 DISC: 12/12/2020		1099: N		
		COOKIES, CIDER FOR OPEN HOUSE		370 5-000-521	SPECIAL EVENTS	21.19
=====						
I-01429-4		LYSOL WIPES, CLIPS, TAPE	40.71			
10/19/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: N		
		LYSOL WIPES		010 5-023-520	DEPARTMENT SUPPLIES	27.71
		WHITE OUT, BINDER CLIPS		010 5-023-550	OFFICE SUPPLIES	13.00

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=====						
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)				
I-01691-2		COPY PAPER, CRACKERS, BLEACH	71.19			
10/20/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N		
		COPY PAPER, MARKERS, CLIPS		370 5-000-550	OFFICE SUPPLIES	43.53
		CRACKERS		370 5-000-507	CONCESSIONS	21.78
		BLEACH		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	5.88
I-01789		CRACKERS, SHEETS, PADS	29.76			
10/30/2020	AP	DUE: 11/29/2020 DISC: 11/29/2020		1099: N		
		CRACKERS, JERKY		370 5-000-507	CONCESSIONS	21.88
		LAMINATING SHEETS		370 5-000-550	OFFICE SUPPLIES	5.64
		SCOURING PADS		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	2.24
I-01824		SQUEEGEE, NOTEBOOK	12.98			
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N		
		SQUEEGEE		800 5-030-520	DEPARTMENT SUPPLIES	10.81
		NOTEBOOK		800 5-030-550	OFFICE SUPPLIES	2.17
I-02121		PRISONER MEAL X 67	108.58			
11/13/2020	AP	DUE: 12/13/2020 DISC: 12/13/2020		1099: N		
		PRISONER MEAL X 67		010 5-023-562	JAIL EXPENSE	108.58
I-02697		AIR DUSTERS, SOAP, AIR FRESH	47.63			
10/30/2020	AP	DUE: 11/29/2020 DISC: 11/29/2020		1099: N		
		AIR DUSTERS, MAILERS		800 5-020-550	OFFICE SUPPLIES	25.63
		SOAP, AIR FRESH, PUTTY		800 5-020-520	DEPARTMENT SUPPLIES	22.00
I-03417		CHRISTMAS TREE, GARLAND	42.88			
11/05/2020	AP	DUE: 12/05/2020 DISC: 12/05/2020		1099: N		
		CHRISTMAS TREE, GARLAND		370 5-000-520.01	DEPARTMENT SUPPLIES-PRO	42.88
I-04424-1		WHITE BOARD ERASERS, CLEANER	19.24			
11/09/2020	AP	DUE: 12/09/2020 DISC: 12/09/2020		1099: N		
		WHITE BOARD ERASERS, CLEANER		010 5-041-550	OFFICE SUPPLIES	19.24
I-04635		ANTIFREEZE TO WINTERIZE VMS	92.88			
11/10/2020	AP	DUE: 12/10/2020 DISC: 12/10/2020		1099: N		
		ANTIFREEZE TO WINTERIZE VMS		900 5-026-572	SUPPLIES-OTHER	92.88
I-04689-1		DESK LAMP	7.53			
10/20/2020	AP	DUE: 11/19/2020 DISC: 11/19/2020		1099: N		
		DESK LAMP		800 5-030-520	DEPARTMENT SUPPLIES	7.53
I-04735-1		SHEET PROTECTORS, DIVIDERS	9.16			
11/10/2020	AP	DUE: 12/10/2020 DISC: 12/10/2020		1099: N		
		SHEET PROTECTORS, DIVIDERS		900 5-027-550	OFFICE SUPPLIES	9.16

PACKET: 03979 AO 20-23 12.8.20 PAYABLE

VENDOR SET: 01 CITY OF COFFEYVILLE

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
ITEM DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-04010	WALMART COMMUNITY BRC	(** CONTINUED **)				
=====						
I-05464		TOWELS, BRASSO, MARKERS	41.80			
10/19/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: N		
		TOWELS, BRASSO		010 5-041-520	DEPARTMENT SUPPLIES	29.83
		MARKERS		010 5-041-550	OFFICE SUPPLIES	11.97
=====						
I-08634-1		CORDS, SOAP, FOLDERS, NOTES	95.83			
10/22/2020	AP	DUE: 11/21/2020 DISC: 11/21/2020		1099: N		
		BUNGEE CORDS, SOAP, WIPES		800 5-030-520	DEPARTMENT SUPPLIES	70.37
		FOLDERS, POST-IT NOTES		800 5-030-550	OFFICE SUPPLIES	25.46
=====						
I-09305-1		MARKERS	23.94			
10/21/2020	AP	DUE: 11/20/2020 DISC: 11/20/2020		1099: N		
		MARKERS		010 5-041-550	OFFICE SUPPLIES	23.94
=====						
I-09432		WEB CAMERA	27.47			
10/21/2020	AP	DUE: 11/20/2020 DISC: 11/20/2020		1099: N		
		WEB CAMERA		010 5-023-518	COMPUTER SUPPLIES	27.47
=====						
I-202012038801		11/20 LATE CHARGE	11.48			
10/19/2020	AP	DUE: 11/18/2020 DISC: 11/18/2020		1099: N		
		11/20 LATE CHARGE		010 5-131-520	DEPARTMENT SUPPLIES	11.48
		=== VENDOR TOTALS ===	704.25			
=====						
01-04015	WAYNE WARREN					
=====						
I-202012038800		LUNCH-COLUMBUS-PUMPS/FLOWMETER	10.00			
11/20/2020	AP	DUE: 12/20/2020 DISC: 12/20/2020		1099: N		
		LUNCH-COLUMBUS-PUMPS/FLOWMETER		900 5-037-490	TRAVEL EXPENSE REIMBURSE	10.00
		=== VENDOR TOTALS ===	10.00			
		=== PACKET TOTALS ===	2,071,463.03			

City of Coffeyville
Payroll Distribution Summary
20-23

<u>Date</u>	<u>Amount</u>
November 29, 2020	\$ 405,237.06
Total Payroll	\$ 405,237.06



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointment to the Planning Commission.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The City Planning Commission is authorized to make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located, which in the opinion of the planning commission, forms the total community of which the city is a part. The plan shall constitute the basis for public action to insure a coordinated and harmonious development or redevelopment which will best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as a wise and efficient expenditure of public funds.	
BACKGROUND	The seven-member Planning Commission has two positions available – one for an unfinished term to January 1, 2022 and one for a full three year term from January 1st, 2021 to January 1st, 2024.	

SPECIAL NOTES	<u>Applicant</u> John Vest – New Applicant <table> <tr> <th><u>Current Board</u></th><th><u>Term expires</u></th></tr> <tr> <td>Jim Falkner</td><td>01/01/2022</td></tr> <tr> <td>Eric Jensen</td><td>01/01/2021 – opening position</td></tr> <tr> <td>Deborah Maples</td><td>01/01/2023</td></tr> <tr> <td>Jeffrey McCloud</td><td>01/01/2023</td></tr> <tr> <td>Chris Williams</td><td>01/01/2023</td></tr> <tr> <td>Max Williams</td><td>01/01/2023</td></tr> </table>	<u>Current Board</u>	<u>Term expires</u>	Jim Falkner	01/01/2022	Eric Jensen	01/01/2021 – opening position	Deborah Maples	01/01/2023	Jeffrey McCloud	01/01/2023	Chris Williams	01/01/2023	Max Williams	01/01/2023
<u>Current Board</u>	<u>Term expires</u>														
Jim Falkner	01/01/2022														
Eric Jensen	01/01/2021 – opening position														
Deborah Maples	01/01/2023														
Jeffrey McCloud	01/01/2023														
Chris Williams	01/01/2023														
Max Williams	01/01/2023														
ANALYSIS															
PUBLIC INFORMATION PROCESS	Notice of the board openings were placed on the City’s website, Facebook page, and Channel 13. It was published in the Coffeyville Journal for two weeks.														
BOARD OR COMMISSION RECOMMENDATION	n/a														
STAFF RECOMMENDATION	Allow applicant present to make comments and appoint applicant to serve on the Planning Commission for one of the two vacancies.														
REFERENCE DOCUMENTS ATTACHED	Application														



CITY OF COFFEYVILLE BOARD APPLICATION

Date 11/23/20

Board: Planning Commission

Term: 3-Year Terms

Meeting Times: First Tuesday of each month, 5:30 p.m., Commission Room

Purpose and Membership: To make or cause to be made a comprehensive plan for the development of the city and any unincorporated territory lying outside of the city but within the same county in which the city is located. This includes comprehensive surveys and studies of past and present conditions and trends relating to land use, population and building intensity, public facilities, transportation and transportation facilities, economic conditions, natural resources and may include any other element deemed necessary to the comprehensive plan.

Reference: City of Coffeyville Ordinance 2-325

The seven (7) member board consists of five members who are residents of the City of Coffeyville and two (2) residents living within three (3) miles of the corporate limits of the City.

Name JOHN VEST

Address 208 N. Elm

Phone 620-515-0097 E-mail KCQWAB@YAHOO.COM

Work Experience and Training LEPC, MONTGOMERY COUNTY, HAM RADIO CLUB

RA. CREOS NEM'S

Reason for interest in Board To Help my Home Town Grow

Pages may be attached to include additional information or resumes.

John Vest
Signature



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointment to the Juvenile Community Corrections Board.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The Juvenile Community Corrections Board participates in the comprehensive planning process that can include purchases of Juvenile correctional services by contract including the temporary detention and confinement of juvenile offenders. This board is comprised of 12 or more members representative of law enforcement, defense, prosecution, judiciary, education, corrections, ethnic minorities, social services and the general public. Three of the positions are appointed by the Coffeyville City Commission	
BACKGROUND	The Juvenile Community Corrections Board has one position appointed by the City of Coffeyville available for an unfinished term expiring June 30 th , 2023.	

SPECIAL NOTES	<u>Applicants</u> Marilyn Goodson – New Applicant <u>Current Board (appointed by the City) Term expires</u> James Littleford 06/30/2022 Shonae Ransom 09/10/2022
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board opening was placed on the City’s website, Facebook page, and Channel 13. It was published in the Coffeyville Journal for two weeks.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicant present to make comments and appoint applicants to serve on the Park Advisory Board for unfinished term expiring June 30 th , 2023.
REFERENCE DOCUMENTS ATTACHED	Application



CITY OF COFFEYVILLE BOARD APPLICATION

Date _____

Board: Juvenile Community Corrections Board

Term: 3-Year Terms

Meeting Times: Meetings are called by the County

Purpose and Membership: To participate in the comprehensive planning process that can include purchases of Juvenile correctional services by contract including the temporary detention and confinement of juvenile offenders.

Reference: K.S.A. 75-7044

This board is comprised of 12 or more members representative of law enforcement, defense, prosecution, judiciary, education, corrections, ethnic minorities, social services and the general public. Three of the positions are appointed by the Coffeyville City Commission. At least two members of the board shall be representatives of ethnic minorities and no more than 2/3 of the members of the board shall be members of the same gender.

Name _____

Address _____

Phone _____ **E-mail** _____

Work Experience and Training _____

Reason for interest in Board _____

Pages may be attached to include additional information or resumes.

Signature



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to make appointments to the Park Advisory Board.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	The purpose of the Park Advisory Board is to develop, identify, evaluate and make recommendations to the governing body of Coffeyville on all proposals and propositions of public parks in Coffeyville.	
BACKGROUND	The five-member Park Advisory Board has two positions available – both for four year terms from January 1 st , 2021 to January 1 st , 2025.	

SPECIAL NOTES	<u>Applicants</u> Frankie Hull Applying for 2nd Term Bob Kriebel Applying for 2nd Term <u>Current Board</u> <u>Term expires</u> Lisa Brookover 01/01/2023 Frankie Hull 01/01/2021 – opening position Marcus Kastler 01/01/2023 Bob Kriebel 01/01/2021 – opening position Marci Roberts 01/01/2023
ANALYSIS	
PUBLIC INFORMATION PROCESS	Notice of the board openings were placed on the City's website, Facebook page, and Channel 13. It was published in the Coffeyville Journal for two weeks.
BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Allow applicants present to make comments and appoint applicants to serve on the Park Advisory Board for terms expiring January 1 st , 2025.
REFERENCE DOCUMENTS ATTACHED	Applications



CITY OF COFFEYVILLE BOARD APPLICATION

19 NOV 2020

Date _____

Board: Park Advisory Board

Term: 4-year term

Meeting Times: On call

Purpose and Membership: To develop, identify, evaluate and make recommendations to the governing body of Coffeyville on all proposals and propositions of public parks in Coffeyville.

Reference: City of Coffeyville Ordinance 2-348

This is a five (5) member board. No more than one member may reside outside the corporate limits of the city but within the U.S.D. 445 boundaries.

Name FRANKIE G. HULL

Address 3361 US HWY 166, COFFEYVILLE, KS 67337

Phone 620-205-8180 E-mail frankie.hull1969@gmail.com

Work Experience and Training I work for the Kansas Army National Guard. I bring a lot of different ideas and

approaches to any task I am assigned. I have been a memeber of the Parks Board for

the past 4 years. I work multiple projects across the State of Kansas.

Reason for interest in Board To continue what the current parks board has accomplished.

Continue to develop and improve the City parks is my goal.

Pages may be attached to include additional information or resumes.


Signature



CITY OF COFFEYVILLE BOARD APPLICATION

Date 11-17-2020

Board: Park Advisory Board

Term: 4-year term

Meeting Times: On call

Purpose and Membership: To develop, identify, evaluate and make recommendations to the governing body of Coffeyville on all proposals and propositions of public parks in Coffeyville.

Reference: City of Coffeyville Ordinance 2-348

This is a five (5) member board. No more than one member may reside outside the corporate limits of the city but within the U.S.D. 445 boundaries.

Name Robert A. Kriebe

Address 302 Wilshire Blvd

Cell - 620-870-9390

Phone 620-251-0622 E-mail RAKTCLW@SBC Global.Net

Work Experience and Training 34 yrs @ John Deere

Been on the Board for 1 Term

Reason for interest in Board I love the vibe

Been here for ever

Thank you

Robert A. Kriebe
Signature

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	December 8 th , 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution NO. R-20-84	
AGENDA TITLE	Re-Plat 202 W 11 th St.	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Matt Conger, Building Official	
FISCAL INFORMATION	Cost as recommended:	N/A
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE		
BACKGROUND	Planning and Zoning Board approved recommendation on December 1st. Notes from Meeting: Rick Thompson of Thompson Brothers stated that the re-plat is in regard to the green space across from McDonalds. He reports that there is a contract currently on the Hotel, and they also have an interested party for the property on the green space; thus, they need the re-plat to make two separate properties. He confirmed that the re-plat would be only for the corner where the green space is. Matthew Conger provided the Commission a map of the property, and Mr. Thompson confirmed that the <i>L-shape</i> would remain as part of the Hotel property, and they are not giving up any parking spaces. He states that the parties of the two properties would have joint agreements for parking.	
SPECIAL NOTES		

ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	To approve Resolution R-20-84.
REFERENCE DOCUMENTS ATTACHED	Resolution R-20-84 , Re-plat map

RESOLUTION NO. R-20-84

**A RESOLUTION TO APPROVE THE SUBDIVISION PLAT SUBMITTED BY
COFFEYVILLE HOSPITALITY, LLC.**

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that pursuant to Section 38-133 of the Code of Ordinances, the subdivision plat submitted by Coffeyville Hospitality, LLC for the property situated at 202 West 11th Street be and is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be and are hereby authorized and directed to execute the subdivision plat, as submitted.

BE IT FURTHER RESOLVED that City staff be and is hereby authorized and directed to take all other actions necessary or expedient to the fulfillment of the plat approval.

Adopted this 8th day of December 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

Approved as to Form:

Paul Kritz, City Attorney

OWNER'S CERTIFICATE:

STATE OF KANSAS
COUNTY OF MONTGOMERY
WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THEY ARE THE OWNER OF THE LAND DESCRIBED ON THIS FINAL PLAT OF "REPLAT OF BLOCK 72, ORIGINAL CITY OF COFFEYVILLE", AN ADDITION TO THE CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS AND THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON THIS FINAL PLAT.
THEY FURTHER CERTIFY THAT THEY DO HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS AS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC FOREVER.
IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED ON
THIS _____ DAY OF _____, 20____

COFFEYVILLE HOSPITALITY REPRESENTATIVE _____

NOTARY CERTIFICATE:

STATE OF _____
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED _____

OWNER FOR REPLAT OF BLOCK 72, ORIGINAL CITY OF COFFEYVILLE, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THIS INSTRUMENT AND DULY ACKNOWLEDGED THE EXECUTION OF THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

PLANNING COMMISSION CERTIFICATE:

STATE OF KANSAS
COUNTY OF MONTGOMERY
THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE PLANNING COMMISSION THIS _____ DAY OF _____, 20____
CHAIRPERSON: _____
ATTEST: _____

CERTIFICATE OF CITY COMMISSION:

STATE OF KANSAS
COUNTY OF MONTGOMERY
THE DEDICATIONS SHOWN ON THIS PLAT ARE HEREBY ACCEPTED BY THE CITY COMMISSION OF COFFEYVILLE, KANSAS ON THIS _____ DAY OF _____, 20____
MAYOR: _____
CITY CLERK: _____

COUNTY TREASURER CERTIFICATE:

STATE OF KANSAS
COUNTY OF MONTGOMERY
I DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT GENERAL TAXES, NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.
SIGNED THIS _____ DAY OF _____, 20____
MONTGOMERY COUNTY TREASURER _____

CERTIFICATE OF REGISTER OF DEEDS:

STATE OF KANSAS
COUNTY OF MONTGOMERY
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE AT _____ A.M. - P.M. ON THE _____ DAY OF _____, 20____, AND IS DULY RECORDED IN BOOK _____ AT PAGE _____, FEE: _____
REGISTER OF DEEDS _____

BOUNDARY DESCRIPTION:

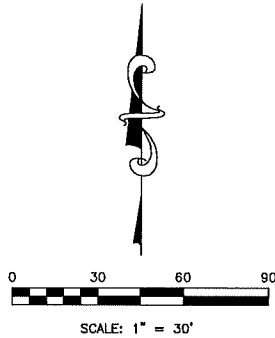
BLOCK 72, ORIGINAL CITY OF COFFEYVILLE, MONTGOMERY COUNTY, KANSAS.

Legend of Symbols & Abbreviations

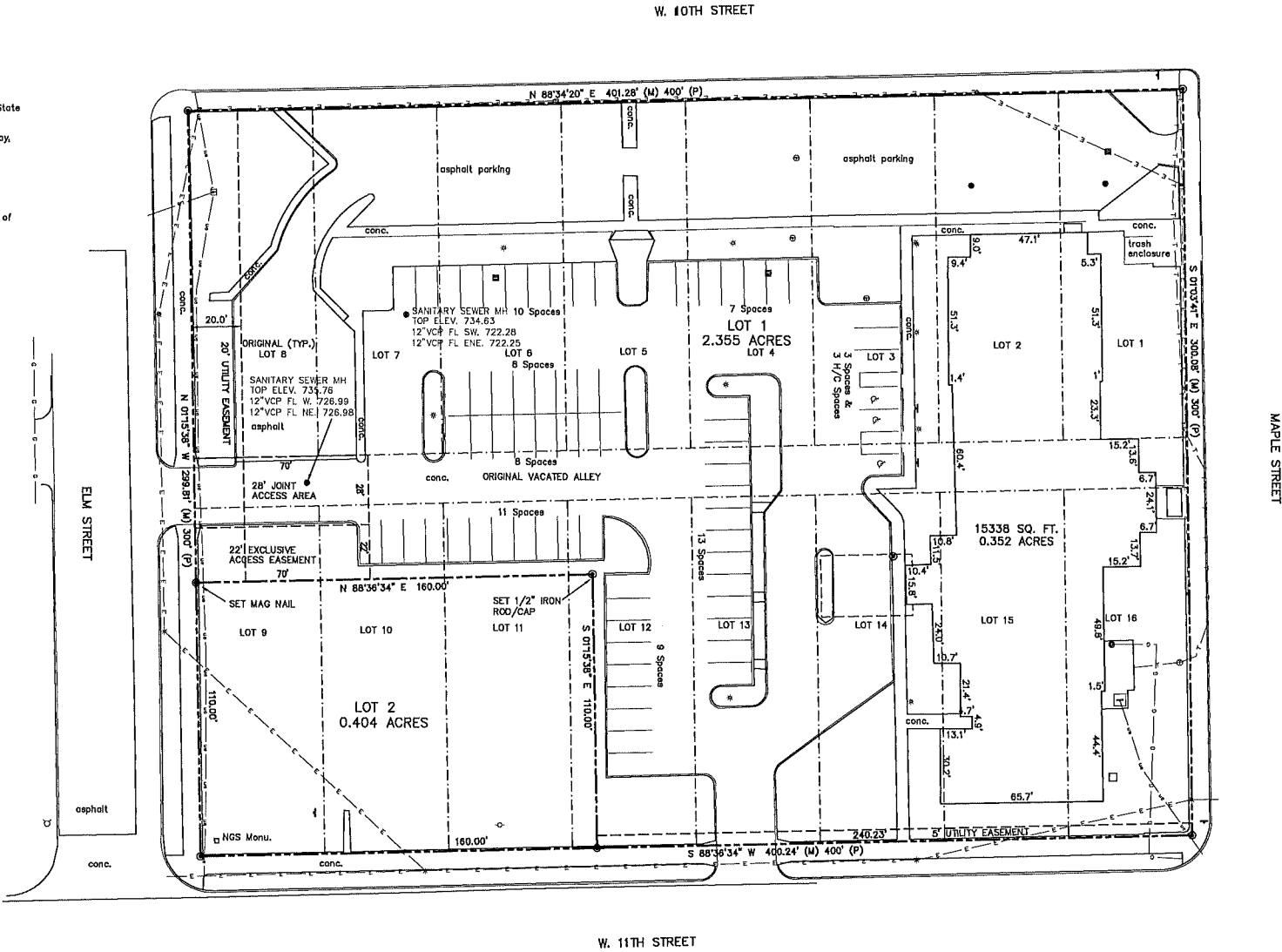
○	Existing Iron Rod	(M)	Measured Dimension
⊙	Per Previous Plat (unless noted)	(P)	Previous Plat Dimension
⊕	Previously Chiseled "X" Cut (unless otherwise noted)	⊕	Water Meter
△	Section Corner	⊕	Guy Wire
---	Origin Unknown (unless noted)	⊕	Gas Meter
---	Boundary Line	⊕	Gas Line Marker
---	Setback Line	⊕	Telephone Riser Box
---	Fence	⊕	Undetermined Manhole
---	Overhead Electric Line	⊕	Sanitary Sewer Cleanout
---	Water Line	⊕	Sanitary Sewer Manhole
---	Gas Line	⊕	Sign
---	Underground Telephone	⊕	Light Pole
---	Sanitary Sewer Line	⊕	Power Pole
---	Underground Electric Line	⊕	Water Valve
---	Ballard	⊕	Electric Meter
---	Curb Inlet	⊕	Pipeline Marker
---	Fire Hydrant	⊕	Storm Drain Manhole
---	Electric Cabinet		
---	Area Inlet		

SURVEYOR'S NOTES:

- The bearings shown hereon are based upon the Kansas State Plane Coordinate System, South Zone.
- This survey does not reflect any easements, rights-of-way, or other instruments of record which may encumber this property per agreement with client.
- Underground utilities are shown by the above ground markings provided by others. One call ticket number 20454957, dated 8-16-20.
- Vertical Datum: NGS Monument L26 at Southwest corner of subject property. NAVD 88 ELEV. 737.84



FINAL PLAT OF REPLAT OF BLOCK 72
ORIGINAL CITY OF COFFEYVILLE
MONTGOMERY COUNTY, KANSAS



SURVEY REVIEW:

THIS PLAT HAS BEEN REVIEWED AND APPROVED FOR FILING PURSUANT TO AND IN COMPLIANCE WITH K.S.A. 58-2005 AND WITH THE REQUIREMENTS OF CRAWFORD COUNTY. NO OTHER WARRANTIES ARE EXTENDED OR APPLIED.
GIVEN UNDER MY HAND AND SEAL ON THIS _____ DAY OF _____, 20____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT I, WILLIAM A. BOOE, A DULY LICENSED LAND SURVEYOR IN THE STATE OF KANSAS, HAVE SURVEYED AND SUBDIVIDED THE HERETOFORE DESCRIBED PROPERTY, AS SHOWN BY THE PLAT WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS. I FURTHER CERTIFY THAT ALL SUBDIVISION REGULATIONS OF THE CITY OF COFFEYVILLE, KANSAS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT I AM AUTHORIZED BY LAW TO MAKE THIS CERTIFICATION.

WILLIAM A. BOOE, LS 1046

FINAL PLAT - REPLAT BLOCK 72
ORIGINAL CITY OF COFFEYVILLE
MONTGOMERY COUNTY, KANSAS

JOB NO.
1-2007194-K
LATEST REVISION:
10-28-2020
DRAWN BY:
DLB
CHECKED BY:
WAB
PREPARED FOR:
VICO GROUP, LTD

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
1921 North Penn, Independence, KS 67301 Ph: 620-331-6767

		CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM	
MEETING DATE	December 8, 2020		
RESOLUTION OR ORDINANCE NUMBER	R-20-85		
AGENDA TITLE	A RESOLUTION TO IMPLEMENT A PERSONNEL MANUAL/MEMORANDUM OF AGREEMENT WITH FRATERNAL ORDER OF POLICE (FOP) LODGE NO. 25; INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (IAFF) LOCAL 265; INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW) LOCAL 1523 AND INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE) LOCAL 123 AFL-CIO, EFFECTIVE JANUARY 1, 2020 THROUGH DECEMBER 31, 2021.		
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:	☒ Yes ☐ No	
PURPOSE	To approve memorandums of agreement with the four bargaining units, establish compensation levels, and personnel manuals.		
BACKGROUND	The City negotiates with the four bargaining units regarding conditions of employment. The agreement for IUOE covers 2021. The other three are multiyear agreements covering 2020 and 2021. Negotiations for 2022 can then begin in spring of 2021.		
SPECIAL NOTES			
ANALYSIS	N/A		

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval.
REFERENCE DOCUMENTS ATTACHED	Summary of Changes, Redline Contracts and Execution Pages for: FOP, IAFF, IBEW, IUOE

RESOLUTION NO. R-20-85

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE JANUARY 1, 2020 THROUGH DECEMBER 31, 2021 CITY OF COFFEYVILLE MEMORANDUM OF AGREEMENT WITH THE FRATERNAL ORDER OF POLICE KANSAS LODGE NO. 35 (FOP); INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL NO. 265 (IAFF), INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO LOCAL NO. 1523 (IBEW), AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 123 (IUOE).

WHEREAS, the Fraternal Order of Police, Kansas Lodge No. 35 (FOP); International Association of Firefighters, Local No 265 (IAFF), International Brotherhood of Electrical Workers, AFL-CIO Local No. 1523 (IBEW), and the International Union of Operating Engineers, Local No. 123 (IUOE) have reached tentative agreements for language to the Personnel Manual/Memorandum of Agreement for the period of January 1, 2020 through December 31, 2021; and

WHEREAS, all parties desire to implement the changes effective January 1, 2020.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the changes to the January 1, 2020, through December 31, 2021, 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 Fraternal Order of Police Kansas Lodge No. 35 (FOP); International Association of Firefighters, Local No. 265 (IAFF), International Brotherhood of Electrical Workers, AFL-CIO Local No. 1523 (IBEW), and the International Union of Operating Engineers, Local No. 123 (IUOE).

ADOPTED THIS ____ DAY OF DECEMBER, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney



102 W. 7th St. • P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

FOP

Agreement runs through December 31, 2021.

In D-5, include clarification that comp time cannot be used to “bank” holiday pay.

In D-5, include statement that compensatory time must be scheduled and used on the same basis as vacation, except when a supervisor approves use on short notice as consistent with Department needs.

In Article F, change dates for health premium contribution, leaving City’s contribution rate (\$9165) unchanged in FY 20 and 21, and delete language regarding prior years.

In L-2, delete old language regarding prior year wage increases, and add language allowing the Commission to determine in October/November of 2020 and 2021 whether funds are available for a lump-sum payment to employees, based on a percentage of their earnings, and provided they have been employed for at least one year.

In M-2(a), add requirement that personal days must be used on a full-day basis.

In Article Q, change union dues deduction to equal amounts twice per month, 24 checks per year.

In Article Y, add a bullet point clarifying when pay raises become effective.

In Article Y, delete obsolete language regarding buy out of Education Incentive Pay.

In Z-1(a), delete obsolete language regarding Master Police Officer position.

In Z-1(b), change “Division Commander” to “Police Captain.”

In Z-3, provide three embroidered City polo shirts to each dispatcher, each year.

In Z-4, provide that the City will upgrade a qualified person to fill Sergeant and Lieutenant positions when they will be vacant for two or more weeks.

City's Complete Contract Proposal of November 12, 2020

The City of Coffeyville, Kansas

Personnel Manual/ Memorandum of Agreement

January 1, ~~2018~~2020- December 31, ~~2020~~2021

~~Date: December 21, 2017 (Resolution No. R-17-101)~~

Fraternal Order of Police, Kansas Lodge No. 35

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ARTICLE A. GENERAL PROVISIONS

A-1 OBJECTIVES/PURPOSE

The City of Coffeyville Personnel Manual/Memorandum of Agreement (hereinafter the "Manual") serves a two-fold purpose. It serves as the Memorandum of Agreement between the City of Coffeyville and the employee organizations representing certain employees of the City. Further, it serves as a body of personnel rules and regulations which govern the activities of employees, establishes procedures for personnel matters, and provides guidance for City administration. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The policies, guidelines, and other 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.
- (e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights for non-represented employees. All non-represented employees are considered to be at-will employees for the purposes of city employment. In other words, either any non-presented employee or the City may terminate the employment relationship at any time with or without cause.

The Personnel Manual/Memorandum of Agreement is intended to comply with all applicable laws. Should any part of this Manual be found invalid by any competent governmental entity or court, such finding in no manner invalidates the entire Manual or any part of the Manual not directly affected by such finding. As to the part or parts of the manual 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 Manual 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.

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 Manual.

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

City's Initial Contract Proposals of March 9, 2020

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 APPLICATION OF POLICIES

These policies and guidelines shall apply to all employees in the service of the City.

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 from time-to-time in the same manner as they were adopted.

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.

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- 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, except law enforcement personnel, shall undergo an initial training period of six (6) months in order to achieve a minimum level of competency. All regular law enforcement personnel shall undergo an initial twelve (12) month training period from their date of hire. 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 (BARGAINING UNIT REPRESENTED POSITIONS)

- (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 twenty-four (24) 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 manual, 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 set up with automatic progression (apprentice programs) 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 or when a vacancy occurs that allows them to move up, provided they have met the criteria for the next higher level.

C-6 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 or applicant 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 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 Manual.

C-7 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 or law enforcement personnel.. 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 (except in the case of Golf Course, Aquatic Center, and Activity Center employees).

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.

- (b) *Shift Employees.* Shift employees include all regular, full-time City employees except law enforcement and fire protection personnel, in departments or divisions of a department that operate on a 24-hour basis. The work period for all shift employees in the Police Department (dispatchers) 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 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) *Law Enforcement Personnel.* Law enforcement personnel includes all regular, full-time police department employees except the animal control officer, administrative secretary, municipal court clerk, records clerks, and dispatchers.

The dispatchers shall be shift employees. The animal control officer, secretary, municipal court clerk and records clerks shall be classified as general employees.

The work period for law enforcement personnel is the seven day alternate work period pursuant to section 7(k) of the FLSA regulations. The work period begins at 11:00 p.m. on Sunday and ends at 11:00 p.m. on the following Sunday. The normal work period for full-time patrol personnel shall be 40 hours, consisting of five (5), 8-hour shifts that are inclusive of an on-duty meal period of 30 minutes or less that shall be interrupted by work demands (2,080 hours worked annually). The normal work period for full-time non-patrol employees, such as but not limited to administrative, investigative, school resource officers, DARE officers and community outreach personnel shall be 40 hours, consisting of five (5), 9-hour days that are inclusive of 8 hours worked and one hour unpaid meal period (2,080 hours worked annually). All law enforcement personnel shall be scheduled to work as assigned by the Police Chief, on any of the seven days of the work period; but with the exception of relief personnel (swing shift) and assignment to special emphasis details, employees shall normally have regularly scheduled work days, shifts, and days off. However, at the direction of the Police Chief, individual personnel, or portions of shifts may be rotated to another shift. Further, the regular work days and days off of personnel may be adjusted by the Police Chief.

- (d) *Shift trading/substitution.* All shift employees, including police 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.*

- (1) *General employees, shift employees and law enforcement personnel.*

- [a] 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.

- [b] 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.
- [c] 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.
- [d] If a general employee (excluding shift, law enforcement, and fire protection 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.
- [e] 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.
 - 1. 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.
 - 2. 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. 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.

Because of their unique duty requirements, law enforcement personnel may take their breaks at times and locations consistent with the performance of said duties. However, these breaks shall not exceed 15 minutes for each four hours worked.

- (c) 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).
- (b) Any additional or extra duty overtime shall be recorded as overtime. Any employees working overtime shall be paid at overtime rates for actual time worked.
- (c) Employees who serve in executive, administrative, professional, amusement/recreational, or volunteer positions as defined by the Federal Fair

Labor Standards Act are exempt from all overtime provisions and shall not be eligible for overtime compensation.

- (d) 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.
- (e) 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.
- (f) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (g) *General Employees, Shift Employees and Law Enforcement Personnel.* 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, at least two hours 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) Any time a law enforcement employee is scheduled during their off duty hours for a hearing or court appearance in an action related to their duties

with the City, the hours worked shall be classified as prearranged. Law enforcement personnel shall receive a minimum of two hours pay at two times their normal rate of pay for hearings or court appearances scheduled on their days off or on their off duty hours. Any hours worked in excess of the two hour minimum shall be recorded and paid at one and one-half (1-1/2) times their normal rate of pay for actual time worked. Cancellation of such hours if notified at least two hours in advance of time they were to report to court shall not result in any compensation.

- (4) 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. The overtime rate in effect at the time of the employee's rest period release shall continue unless the employee is provided a full eight (8) hour rest period. 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 thirty (30) 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 and paid at overtime rates for actual time worked. 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). No employee shall be required to earn compensatory time in lieu of additional wages during any overtime period worked, including but not limited to overtime hours worked during training. The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time. [TA]

Compensatory time off may not be taken in increments of less than four hours unless a lesser increment down to a one hour minimum is approved by their Department Head. Employees shall schedule and use compensatory time on the same basis as they schedule and use vacation. See M-1, below. [TA]

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 and Law Enforcement Patrol Personnel.* 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 4% 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.

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 and law enforcement patrol personnel 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. Law enforcement patrol personnel who are assigned to the split shift will receive 50 cents per hour from 7:00 p.m. to 11:00 p.m. and a 75 cent per hour premium from 11:00 p.m. to 3:00 a.m. The shift differential premium does not apply to general employees, or non-patrol law enforcement personnel.

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 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

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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. and K.P.& F. pension plans 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 ~~2018-2020~~ (April 1, ~~2018-2020~~ to March 31, ~~2019-2021~~) and FY 2021 (April 1, 2021 to March 31, 2022): \$9165.00 per budgeted position. [TA]

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 suspension without pay; 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, or is not successful in meeting the requirements of their job, 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.

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, negligence or unsatisfactory performance 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, ability, 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 have a representative of his or her employee organization, or another co-worker, present 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 or other co-worker, 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 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. If the City learns that criminal charges may be brought against an employee covered under this agreement, or if an internal investigation reveals conduct that may potentially subject an employee covered under this agreement to criminal charges, the City shall have the right to suspend the time constraints for making disciplinary decisions related to the potential criminal matter, until the criminal matter is resolved.

At the discretion of the City Manager, the City shall have the right to place any employee covered under this agreement who has been arrested and/or charged with any felony or misdemeanor involving significant personal misconduct on unpaid administrative leave pending the resolution of the criminal matter. In the event an employee suspended under this paragraph is acquitted, or in the event all charges are dropped without the employee pleading to any lesser offense that would itself be covered under this paragraph, the City will make the employee whole for any lost wages, based on the employee's regular work schedule and base rate of pay.

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-7 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 W and X).
- (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 AA).

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- (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.
- (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.
- (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) Incompetence, 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.

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- (o) Sleeping on the job. (Except fire protection personnel sleeping during authorized sleep periods.)
- (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) Breach of discipline.
- (w) Discourteous or disruptive conduct or other offensive behavior in public, to the public, or to employees or officers of the City.
- (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
(REPRESENTED EMPLOYEES)

Articles H and I apply only to those employees represented by a labor organization which has been certified or recognized by the City to represent the employee in question.

- 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 represented by a labor organization shall be allowed to have his or her representative present at any stage of the grievance process.

FIRST STEP: The employee shall discuss his complaint or grievance with his 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 Manual 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
(REPRESENTED EMPLOYEES)

- A. In the event FOP Lodge 35 is not satisfied with the final result of the grievance procedure, FOP Lodge 35 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 Manual but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Manual. 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 the like. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing. The arbitrator's decision must conform with limitations set by law and in this Manual.
- 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 such decision is in conformity with limitations set forth by law and those in this manual.

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 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.
- (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 Manual, 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 without appeal, except that the individual in question shall have the right to utilize the grievance and arbitration procedures of this Manual for the sole purpose of

attempting to prove that the employee was not involved in the activity alleged. 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. Law enforcement personnel will perform all of their duties without regard to any picket line of any kind.

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

The City maintains in effect a Wage Schedule in the form of a Policy Resolution setting forth the wage rates for each employee classification. The Policy Resolution will be updated annually. For those not represented by an employee organization, amendments are made at the recommendation of the City Manager. All changes shall be adopted by resolution of the City Commission.

~~Effective January 1, 2018, all existing base wage rates for represented employees shall be increased by 1.5%. Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned. The City Commission shall determine in October or November, 2020, and again in October or November 2021, whether sufficient City funds are available to permit the City to issue a lump-sum payment equal to a percentage of the employee's base pay for each employee who has been employed in the bargaining unit for at least one year, and will award such lump sum raises to employees in this bargaining unit on the same basis as they are awarded to non-represented employees.~~

~~Wage and health insurance benefit rates for 2019 and 2020 will be negotiated. [TA]~~

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.

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.

No paid vacation leave time may be taken during the first twelve months of employment without the written approval of the City Manager.

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

Yrs of Continuous Service	1yr.	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	0	10	15	18	20	25
Maximum Total Days of Vacation Leave Accumulation Allowed ¹	NA	20	30	36	40	50

¹Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

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).

- (b) *Other Employees.* Regular part-time, temporary and seasonal employees shall not earn vacation leave.

- (c) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.
- (d) *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.
- (e) *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.
- (f) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. 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.
- (g) *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.
- (h) *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.

(i) *Minimum hours.*

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

(j) *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.

All other regular full-time employees. 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.

(k) *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. In the Fire Department, a personal day shall be defined as a twenty-four hour period of time. Personal days cannot be subdivided, and must be used on a full-day basis.
[TA]

- (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. 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 or K.P.& F., he or she must apply for those benefits. If the employee is approved for 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 notice to their immediate Supervisor as soon as they know of the need for the absence, or in any event at least by the last shift the employee worked prior to the requested date of the absence.

Shift employees and law enforcement personnel. 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 as soon as they know of need for absence or by at least the shift the employee worked prior to the requested absence. Midnight shift employees may take a reasonable amount of paid sick leave time off during their shift when they have medical or dental appointments that will require more than one hour travel time (one-way) during the same day when the time off is to be taken. The specific amount of time off shall be subject to approval by the appropriate managerial personnel.

- (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) work days.
- (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, if the employee is caring for the family member.
- (h) *In Conjunction with Workers Compensation Benefits.*
Employees are not required to use accumulated sick leave to supplement Worker's 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-half day (4 hours) for each absence unless a lesser increment down to a one hour minimum is approved by their Department Head.
- (j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. 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 household member's illness or injury for each absence in excess of three (3) working days.
- (k) *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.

- (l) *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(l), 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 work 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 funeral leave to which he or she is not entitled shall be subject to discipline under Article G-7(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 O.

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 and 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; or due to the employee's own serious health condition; or a qualifying military exigency. Up to 26 weeks of unpaid family and medical 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 employees 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 employee's 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. PART-TIME, SEASONAL
AND TEMPORARY EMPLOYMENT**

The City may from time to time, as conditions warrant, employ personnel on a regular or irregular part-time, seasonal or temporary basis. These employees shall be compensated at an appropriate rate for the job held; however, such employees shall not earn vacation leave, sick leave, holiday compensation, seniority, health or life insurance. (e.g., Green Thumb,- CETA, etc.)

ARTICLE O. 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.

Compensation for compensable injury is only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his regular 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.

**ARTICLE P. 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 policies and guidelines contained within this manual apply to all stewards.

ARTICLE Q. 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 ~~be made from the first pay period of each month~~ 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. 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. [TA]

ARTICLE R. 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 S. 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 T. 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 U. P.E.R.B.

It is the desire of the City and the union bargaining units to remain under the Public Employees Relations Board (P.E.R.B.) for the life of this agreement.

ARTICLE V. 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, based on the Department Head's determination.

ARTICLE W SEXUAL HARASSMENT

W-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.

W-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.

W-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.

W-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.

ARTICLE X. 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 W-3 and W-4, above. Violations of this policy may result in discipline up to and including discharge.

ARTICLE Y. WAGES

The wage schedule applicable to City employees represented by the employee organizations listed below, for FY ~~2018~~2020, is attached as Exhibit 1 hereto.

- Fraternal Order of Police (F.O.P.) - Kansas Lodge #35
- 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. [TA]
- All members of the SOT team covered under this Agreement will receive a premium in the amount of \$10.00/month in recognition of the additional skills and training required for SOT team membership.
- The Detective classification is an assignment not a promotion and employees will be assigned to this classification by Police Chief.

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

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The wage schedules for FY ~~2018-2020~~ are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules are dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions represented by a bargaining unit signatory to this agreement shall be subject to negotiation.

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~~Permanent Buy-Out of Police Department Education Incentive Pay.~~

~~In addition to the wages identified in the FY 2018 wage schedules, the following specific Police Department employees, subject to verification of education completed, shall receive the hourly compensation listed below until their promotion to a non-represented management position, retirement, transfer out of the Police Department, or termination of employment in the Police Department as a permanent buy-out of their education incentive pay.~~

~~Police Department Employees~~ **~~per month~~**

~~Darin Daily~~ ~~60.00 [TA]~~

ARTICLE Z. POLICE DEPARTMENT

Z-1 EMPLOYEE REPRESENTATION

- (a) The Employer recognizes the Fraternal Order of Police, Kansas Lodge #35 (FOP) as the sole and exclusive collective bargaining representative for the employees in the following classifications:

Lieutenant
Sergeant
Detective
~~Master Police Officer [TA]~~
Police Officer – Entry Level
Municipal Court Clerk – Entry Level
Dispatcher – Entry Level
Records Clerk – Entry Level
Animal Control Officer – Entry Level

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

The City and the FOP jointly acknowledge that Lieutenants receive authority to act on behalf of their employer in a variety of ways, such as by assigning work to employees, by scheduling employees, by responsibly directing employees in the absence of a higher ranking member of management, and/or by disciplining employees or effectively recommending discipline. The parties hereby agree that

Lieutenants have an obligation to exercise their authority in the best interest of the City. Lieutenants who, after having been notified of the City's expectations, fail to actively and responsibly supervise the employees placed under their authority shall be subject to discipline.

- (b) The following classifications are supervisory and/or confidential employees and are therefore excluded from employee organization representation:

Police Chief
~~Division Commanders~~ Police Captain [TA]
Administrative Assistant

Z-2 EQUIPMENT AND CLEANING ALLOWANCE

All uniformed officers who are required to wear and maintain a uniform, and all detectives, shall receive an equipment and cleaning allowance of \$42.00 bi-weekly. In addition to this allowance, non-uniformed detectives will receive an additional \$300.00 per year for the purchase of civilian clothing. Per IRS regulations this is a taxable benefit and will be included on payroll.

All civilian personnel employed as of November 1, 2006 shall receive a cleaning allowance of \$25.00 bi-weekly. Civilian personnel hired after November 1, 2006, will not be eligible for the cleaning allowance.

If any employee's personal equipment, such as handcuffs, flashlight or other similar item, is damaged in the course of duty, to the extent that it is no longer serviceable, the City will reimburse the employee for the reasonable replacement cost, on presentation of the receipt and surrender of the damaged equipment to the City.

Z-3 UNIFORM ALLOTMENT

The City will provide all uniformed personnel a uniform allotment of two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) pair of trousers, and they will be replaced when necessary as determined by their supervisor. The allotted uniforms will be in accordance with the specifications set forth in the Police Department Duty Manual. The City will also provide three embroidered City polo shirts per year to each civilian dispatcher. All City owned equipment and uniforms must be turned in when employment is terminated. Each employee will be charged for all City owned uniforms and equipment not turned in, and the amount due will be held out of the employee's final paycheck to the extent allowable by law. [TA]

Z-4 STAFFING REQUIREMENTS

The City shall maintain a staffing level within the Coffeyville Police Department whereby there will be no less than three (3) uniformed patrol personnel on duty per shift. These three personnel shall include at least one supervisor. The supervisor shall be a Lieutenant, Sergeant, ~~Master~~

~~Officer,~~ or a Police Officer with at least two years of experience with the Coffeyville Police Department temporarily working out of class ~~if there are no Master Officers on staff.~~ [TA]
Whenever the City becomes aware that a Lieutenant or Sergeant will be away from work for two consecutive work weeks or longer, the City will upgrade an appropriate person to fill the position on an acting basis. [TA]

In the event the Department elects to reorganize shift assignments on a department-wide basis, the Department will provide at least two week's notice of the new shift assignments each employee will have, whenever practicable. It is understood that this notice requirement will not apply to individual reassignments or reassignments that involve only a few employees. In such cases, the Department will work with reassigned employees to the extent possible, to allow them a reasonable opportunity to rearrange their personal schedules to adjust for the reassignment.

Z-5 AMMUNITION

The City will provide each officer with up to one thousand (1,000) rounds of ammunition per calendar year, for use by the individual officer in training and qualification. Four hundred (400) rounds shall be reserved for use during qualification, and shall be distributed in appropriate increments for each quarterly session. Up to six hundred (600) rounds shall be available to each officer in one-hundred (100) round increments, for use in personal training. Whenever an officer has used the training rounds in his or her possession, the officer may request an additional 100-round allotment. It is expressly agreed and understood that all City-provided rounds are to be used for individual training and qualification only. Officers will not sell, lend, or give away City-provided ammunition to any other person, nor will any officer use City-provided ammunition for any purpose other than those established in this Agreement. Each time an officer receives additional rounds, he or she will sign a form certifying that he or she will only use the rounds as provided herein. Misuse of City-provided ammunition shall be grounds for discipline up to and including discharge from employment.

Z-6 P.E.R.B WAIVER

By the signing of this Manual, the F.O.P. and the City specifically acknowledge that each has discharged its meet and confer obligations under applicable Kansas Statutes, and both the City and F.O.P. hereby waive their rights to file any actions with the Kansas Public Employee Relations Board alleging lack of compliance with any such statutory guidelines with respect to the negotiations which lead to the signing of this Manual.

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

AA.-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.

AA-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) 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;

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- (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.

AA-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 police officers, dispatchers, firefighters, 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 heavy equipment, 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 term of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective. 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 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 BB. 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 for activities where holding an appointive or elective public office is incompatible with the employee's City employment.
- (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 CC. 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 inappropriate purposes. 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.

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 DD. 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 EE. DISCOUNTED OR FREE POOL AND GOLF PASS

City's Initial Contract Proposals of March 9, 2020

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 FF. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this FY 2020-2021 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 2020-2021 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 2020-2021 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 2020-2021 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2020 and remain in effect through December 31, 2021.

The FY 2020-2021 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 spring of 2021.

In witness hereof, the parties have executed the FY 2020-2021 Personnel Manual/Memorandum of Agreement on the ____ day of _____, 2020.

CITY OF COFFEYVILLE, KANSAS:

FRATERNAL ORDER OF POLICE
(F.O.P.), KANSAS LODGE NO. 35:

BY _____
Paul Bauer, Mayor

BY _____
, President

, Secretary



102 W. 7th St. • P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

IAFF

Agreement runs through December 31, 2021.

In C-4(d), add language regarding performance evaluations for new firefighters during their training periods, allowing remediation for any firefighter who fails an evaluation, but also providing for discharge if the firefighter is not successful on a second attempt.

In C-5(b)(3), require probationary period for existing City employees who transfer to Fire Department.

Throughout agreement, replace references to “Drivers” with “Engineers”.

In D-3(e), expand callback time limit to forty minutes (from current limit of thirty minutes).

In D-4, expand domicile radius to 40-minutes travel time (from current limit of 30 minutes).

In D-5, include clarification that comp time cannot be used to “bank” holiday pay.

In D-7, provide that employees who are working with another employee in a higher rated position for training purposes will not be eligible for out-of-class pay.

In Article F, change dates for health premium contribution, leaving City’s contribution rate (\$9165) unchanged in FY 20 and 21, and delete language regarding prior years.

In G-5(a), revise investigation language to require employee interviews only when needed (i.e. when complete facts not already known).

In G-5(d), allow for non-disciplinary coaching and counseling on an informal basis.

In L-2, delete old language regarding prior year wage increases, and add language allowing the Commission to determine in October/November of 2020 and 2021 whether funds are available for a lump-sum payment to employees, based on a percentage of their earnings, and provided they have been employed for at least one year.

In L-3, add language clarifying when pay raises become effective.



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IAFF (page 2)

In M-1(j), add language specifying that approved vacation cannot be canceled on less than 24-hours' notice, due to staffing conflicts once alternate coverage has been arranged. Allow for waiver by the Fire Chief when appropriate.

In M-2(a), add requirement that personal days must be used on a full-day basis.

In Article Q, change union dues deduction to equal amounts twice per month, 24 checks per year.

In Y-1(a), delete obsolete position language.

In Y-3(b), add two polo shirts, and job shirt or jacket to initial uniform allotment. Replace as needed.

In Y-4, revise staffing requirements to match current practice.

In Y-5, specify that in the event of layoffs and recall, last person demoted is first person promoted.

In Y-7, revise promotional criteria for all positions, per recommendations from Fire Chief.

The City of Coffeyville, Kansas

Personnel Manual/ Memorandum of Agreement

January 1, ~~2018-2020~~ - December 31, ~~2018~~2021

~~Date: May 22, 2018(Resolution No. R-18-39)~~

International Association of Firefighters, Local No. 265

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ARTICLE A. GENERAL PROVISIONS

A-1 OBJECTIVES/PURPOSE

The City of Coffeyville Personnel Manual/Memorandum of Agreement (hereinafter the "Manual") serves a two-fold purpose. It serves as the Memorandum of Agreement between the City of Coffeyville and the employee organizations representing certain employees of the City. Further, it serves as a body of personnel rules and regulations which govern the activities of employees, establishes procedures for personnel matters, and provides guidance for City administration. It supersedes any and all prior manuals, agreements, understandings, past practices and customs, whether written or oral, but excepting individual written discipline agreements. The policies, guidelines, and other 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.
- (e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights for non-represented employees. All non-represented employees are considered to be at-will employees for the purposes of city employment. In other words, either any non-presented employee or the City may terminate the employment relationship at any time with or without cause.

The Personnel Manual/Memorandum of Agreement is intended to comply with all applicable laws. Should any part of this Manual be found invalid by any competent governmental entity or court, such finding in no manner invalidates the entire Manual or

any part of the Manual not directly affected by such finding. As to the part or parts of the manual 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 Manual 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.

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 Manual.

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 APPLICATION OF POLICIES

These policies and guidelines shall apply to all employees in the service of the City.

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 from time-to-time in the same manner as they were adopted.

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) All regular fire protection personnel shall undergo an initial twelve (12) month training period from their date of hire. 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.
- (d) During their initial training period, each Firefighter shall receive a 6 month and 11-month written and verbal test given by the Fire Chief or his/her designee. The firefighter will have to pass both to complete his/her 12-month training period. If the Firefighter fails either exam, then the Firefighter will be given a second chance within a months' time from either exam they did not pass. If the Firefighter does not pass on the second time, then the Firefighter will be subject to discharge. [TA]

**C-5 PROMOTIONS & HIRING
(BARGAINING UNIT REPRESENTED POSITIONS)**

- (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. City employees who transfer to the Fire Department must successfully complete the probationary period, including the 6 and 11-month testing requirements set out above, in order to continue as a Firefighter. [TA]

(c) Bargaining Unit Represented Position Promotions:

1. Selection shall be made on the basis of competitive examination and/or interview. Competitive examinations and interviews will be job related. The administration of the competitive examination and interview is within the discretion of the City Manager or his designee. All employees seeking promotion shall be expected to meet the minimum qualifications for the position to which they seek promotion. Criteria for promotion to Captain, Lieutenant and ~~Driver-Engineer~~ positions are set out in Sec. Y-8 PROMOTIONAL CRITERIA. 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 twenty-four (24) 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.
8. Regular, full-time employees who are on layoff and have kept their seniority current as provided for in this manual, 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.

C-6 NON BARGAINING UNIT PROMOTIONS AND TRANSFERS

Hires, promotions, and transfers to non-bargaining positions are within the sole discretion of management.

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 or applicant 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 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 Manual.

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

Fire Protection Personnel. Fire protection personnel includes all regular, full-time Fire Department employees except the Fire Chief.

- (a) The work period for all fire protection personnel is the fourteen day alternate work period pursuant to Section 7 (k) of the FLSA regulations. The normal work week for full-time fire protection personnel shall average fifty-six hours (2,920 hours worked annually). Duty hours shall consist of a twenty-four hour shift. Fire department personnel shall work a three-platoon system consisting of a twenty-four hour shift on duty and forty-eight hours off duty. All fire protection employees shall be scheduled to work as assigned by the Fire Chief on any of the three platoons of personnel.
- (b) *Shift trading/substitution.* All fire protection personnel 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.

D-2 MEAL PERIODS AND REST BREAKS

- (a) *Meal Periods.*
 - (1) *Fire Protection Personnel.* Compensated meal periods for fire protection personnel shall be outlined in the Fire Department's standard operating procedures.
- (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. (b) Any additional or extra duty overtime worked shall be recorded as overtime. Any employees working overtime shall be paid at overtime rates for actual time worked.
- (b) 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.
- (c) 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.
- (d) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (e) Extra Duty *Fire Protection Personnel*.
 - (1) All regular duty hours worked in a work period in excess of 106 hours, shall be compensated for at a rate of one and one-half the

employee's regular rate of pay. Hours worked for purposes of this subsection D-3(e)(1) shall include the hours of any type of paid leave.

- (2) All staffing-based extra duty hours worked on the employee's scheduled day off, shall be compensated for at a rate of one and one-half the employee's regular rate of pay, unless the prearranged extra duty hours worked are on Christmas Day, Thanksgiving Day, or the Friday after Thanksgiving, then the hours worked shall be compensated for at a rate of two and one-half the employee's regular rate of pay. If an employee is notified after midnight that he or she will be required to work a staffing-based extra duty shift that same day, the employee shall be compensated at the rate of two times the employee's regular rate of pay for the first six (6) hours worked, and then at the rate of one and one-half the employee's regular rate of pay for the rest of the shift. A staffing-based overtime list shall be posted in the Fire Department. A staffing-based overtime list shall be defined as follows: Number one man on the call list shall be available for staffing-based extra duty; number two man on the list is available only if number one man is working the shift that is short. Staffing-based extra duty shall then be passed on to the next succeeding member or members. An employee shall not be moved off of the staffing-based list unless he works twelve (12) hours of overtime. The Chief or his designee may at any time move an employee off of the staffing-based list, only if he has the written consent of the employee. The employee will be called a second time if needed and available. If not available, the employee goes to the bottom of the list. An employee called to work overtime shall be able to report within ~~thirty~~ forty minutes. A member on vacation or sick leave shall be ineligible for staffing-based extra duty. Employees shall not be subject to non-emergency call in from the last scheduled work shift prior to vacation to first scheduled work shift following vacation. [TA]

The following staffing-based extra duty list shall be posted:

- Officers' list shall include captains and Lieutenants.
- Drivers' list shall include lieutenants and drivers
- Firefighters' list shall include Firefighter I, II, and III

In addition to the above, a list shall be posted showing the relief officers from each shift. Relief officers shall work up a higher classification on a rotating basis.

D-4 EMERGENCY EXTRA DUTY

All employees may be required because of various emergency conditions (such as structure fire, natural disasters) to return to work after their normal duty hours for non-staffing based reasons. The Union agrees on behalf of its members that all members/employees shall accept necessary emergency extra duty assignments, and that they should consider Employer requirements for such necessary emergency extra duty 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 ~~thirty (30)~~forty (40) minutes of notice. Any time an employee is called-back for emergency extra duty hours of work, the employee shall receive credit for a minimum of two hours worked. Emergency extra duty 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 emergency extra duty 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. [TA]

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 hours not actually worked (e.g. holiday pay for holiday time not actually worked). The calculation of compensatory time shall be at the applicable overtime rate. An employee may accumulate up to 120 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time. [TA]

Compensatory time off may not be taken in increments of less than one hour, increased in half-hour increments until sufficient time is used to cover the entire absence.

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) Full-time regular employees shall be paid twelve 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) 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 4% 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. The above rule will not apply if a person is in training for a higher-paid position. Employees may train in higher-paid positions on a temporary basis, without receiving additional compensation. Training shall not be used as a substitute for replacing a higher-paid position when the person in that position is absent. It is intended the person regularly occupying the position shall be present to assist in the training. [TA]

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.

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 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-9 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-10 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-11 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. and K.P. & F. pension plans 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 : 2018-2020 (April 1, 2018-2020 to March 31, 2019-2021) and FY 2021 (April 1, 2021 to March 31, 2022): \$9165.00 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 suspension without pay; 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, or is not successful in meeting the requirements of their job, 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.

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, negligence or unsatisfactory performance 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, ability, 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 that a situation may warrant the application of disciplinary action(s), other than a verbal warning, the Supervisor, Department Head or City Manager shall follow the steps set out below. If it appears necessary or prudent to remove the employee from the workplace pending investigation, a Department Head or his or her designee may

place the employee on paid administrative leave, under Section G-6, pending conclusion of the steps set out below.

- (a) 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 have a representative of his or her employee organization, or another co-worker, present during any interview that may reasonably be expected to lead to discipline, at the option of the individual employee. [TA]
- (b) 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 or other co-worker, if desired) to discuss the findings of the investigation and to obtain any further input the employee wishes to provide.
- (c) 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.
- (d) 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. [TA]

G-6 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 placed on an unpaid administrative 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-7 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.
- (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.
- (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) Incompetence, 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. (Except fire protection personnel sleeping during authorized sleep periods.)
- (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 N-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) Breach of discipline.
- (w) Discourteous or disruptive conduct or other offensive behavior in public, to the public, or to employees or officers of the City.
- (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
(REPRESENTED EMPLOYEES)

Articles H and I apply only to those employees represented by a labor organization which has been certified or recognized by the City to represent the employee in question.

- (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 represented by a labor organization shall be allowed to have his or her representative present at any stage of the grievance process.

FIRST STEP: The employee shall discuss his complaint or grievance with his 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 Manual 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
(REPRESENTED EMPLOYEES)

- (a) In the event IAFF Local 265 is not satisfied with the final result of the grievance procedure, IAFF Local 265 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 Manual but the arbitrator shall have no power to change, add to, subtract from, modify, or alter the Manual. 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 the like. The arbitrator shall articulate the findings of fact and conclusions of law upon which the award was granted in writing. The

arbitrator's decision must conform with limitations set by law and in this Manual.

- (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 such decision is in conformity with limitations set forth by law and those in this manual.

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 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.
- (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 Manual, 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 without appeal, except that the individual in question shall have the right to utilize the grievance and arbitration procedures of this Manual for the sole purpose of attempting to prove that the employee was not involved in the activity alleged. 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. Law enforcement personnel will perform all of their duties without regard to any picket line of any kind.

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

The City maintains in effect a Wage Schedule in the form of a Policy Resolution setting forth the wage rates for each employee classification. The Policy Resolution will be updated annually. All changes shall be adopted by resolution of the City Commission.

Effective January 1, 2018, all existing base wage rates for represented employees shall be unchanged for 2018. Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned. The City Commission shall determine in October or November, 2020, and again in October or November, 2021, whether sufficient City funds are available to permit the City to issue a lump-sum payment equal to a percentage of the employee's base pay for each employee who has been employed in the bargaining unit for at least one year, and will award such lump sum raises to employees in this bargaining unit on the same basis as they are awarded to non-represented employees.

Each of the increases to base wage rates set out above shall go into effect unless the City Commission declares an economic hardship.

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.

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. [TA]

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.

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) *Fire Protection Personnel.* A regular full-time fire protection employee who works fewer than 144 hours in any month shall not accrue vacation credit for that month of service. Hours worked shall include regularly scheduled shifts worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) Regular full-time fire protection employees accrue vacation leave according to the following schedule.

Yrs of Continuous Service	1yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19
Shifts Accrued Per Month	0.500	0.500	0.750	1.00	1.00	1.00
Shifts Accrued Per Year	6	6	9	12	12	12
Maximum Shifts of Vacation Leave that can be taken at one time	0	6	9	12	12	12
Maximum Total Shifts of Vacation Leave Accumulation Allowed ¹	NA	12	18	24	24	24

¹Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

- (c) *Initial Training Period, Full-time Employees.* Vacation leave does not accrue during the initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status are not entitled to receive any vacation pay upon termination.

- (d) *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.
- (e) *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.
- (f) *Limitations on Vacation Accrual.* Vacation leave should be taken between the anniversary date after it has been fully accrued and the next anniversary date. 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.
- (g) *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.
- (h) *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.
- (i) *Minimum hours.*

Fire Protection Personnel. Employees may use vacation leave in increments of not less than one 24 hour shift, subject to the approval of the Department Head.

- (j) *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.

Fire Protection Personnel. The Fire Department vacation request list shall be posted thirty (30) days prior to the beginning of each quarter. The Fire Department employees on each shift in order of seniority shall have three (3) calendar days in which to sign vacation leave requests. Any vacation leave requested by an employee during this initial signing period shall be in blocks of three (3) consecutive shifts. After an employee has had his three (3) day period to sign the vacation request list, he is not allowed to sign for any additional vacation leave until all of the employees on his shift have had the opportunity to sign the vacation request list. Starting on the nineteenth day of the initial signing period (after each employee on the shift has had his or her turn), any employee may sign the vacation request list on a first-come-first-serve basis for any open date. Vacation requests shall be submitted to the Fire Chief, and Chief or his designee shall respond to all such requests in writing within five (5) working days after the request is received. The written response shall either grant the vacation request, or provide a substantial reason for the denial of the request. Requests will not be denied simply because staffing needs for the day in question are not yet known. Nothing herein is to be construed as limiting the Employer rights to assign employees to different shifts at the discretion of the Employer.

Vacation requests shall be submitted at least one week in advance, unless there are extenuating circumstances as agreed to by the employee and the City. The employee shall consult the Fire Chief, or in his absence, the officer-in-charge. Only one employee shall be allowed to be on vacation leave or personal day on any day. Vacation shall be defined as a twenty-four (24) hour tour of duty.

Requests to cancel approved, scheduled vacation must be submitted at least twenty-four hours in advance of the scheduled start of the vacation. Requests to cancel on shorter notice may be denied in order to avoid confusion and last minute changes in staffing plans. Waiver of the 24-hour notice requirement shall be on a case-by-case basis, at the discretion of the Fire Chief. [TA]

- (k) *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. In the Fire Department, a personal day shall be defined as a twenty-four hour period of time. Personal days cannot be subdivided, and must be used on a full-day basis. [TA]
- (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. The provisions of the Family and Medical Leave Act may apply in some circumstances, please see N-9 below.

- (a) *Accrual of Sick Leave.* Full-time fire protection personnel who work 144 hours or more in any month, shall accrue twenty-four (24) hours of sick leave per month of service. Hours worked shall include regularly scheduled shifts worked, overtime, authorized vacation, sick leave, personal day(s) and compensatory time.
- (b) *Accumulation of Sick Leave.* Sick leave accrual for full-time regular fire protection personnel is limited to one hundred twenty two (122) shifts. 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 or K.P. & F., he or she must apply for those benefits. If the employee is approved for 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 N-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.* 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 as soon as they know of the need for the absence, or in any event at least by the last 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) work days (in excess of one twenty-four 24 hour shift for fire protection personnel).
- (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 fire protection personnel hired on or after January 1, 1997, who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid for up to a maximum of 32½ shifts of accumulated but unused sick leave at the employee's regular base rate of pay at the time of the retirement or death. Full-time regular fire protection

personnel hired prior to January 1, 1997, who terminate their employment by retirement, and the beneficiaries of full-time regular employees who terminate their employment by death, shall be paid for up to a maximum of 45 shifts of accumulated but unused sick leave at the employee's regular base rate of pay at the time of 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 N-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, if the employee is caring for the family member.
- (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 Worker's 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 fire protection personnel who have an absence for a fraction or part of a duty shift which is chargeable to sick leave shall be charged increments of not less than one hour minimum, increased in

half-hour increments until sufficient time is used to cover the entire absence as approved by their Department Head.

- (j) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 10 shifts of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. 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 household member's illness or injury for each absence in excess of one 24-hour shift for fire protection personnel.
- (k) *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 N-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.
- (l) *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 N-4(k), 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 N-9 below.

M-5 BEREAVEMENT LEAVE

Full-time fire protection personnel. In the event of the death of a member of the employee's Immediate Family, Stepparent, Stepchild or 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 one (1) full 24 hour shift.

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 funeral leave to which he or she is not entitled shall be subject to discipline under Article G-7(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 P.*

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 and 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 results 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; the employee's own serious health condition; or a qualifying military exigency. Up to 26 weeks of unpaid family and medical 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, and a maximum of ten (10) shifts of paid sick leave for regular full-time fire

protection personnel, 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 employees 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. PART-TIME, SEASONAL AND TEMPORARY EMPLOYMENT

The City may from time to time, as conditions warrant, employ personnel on a regular or irregular part-time, seasonal or temporary basis. These employees shall be compensated at an appropriate rate for the job held; however, such employees shall not earn vacation leave, sick leave, holiday compensation, seniority, health or life insurance. (e.g., Green Thumb, CETA, etc.)

ARTICLE O. 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.

Compensation for compensable injury is only to the extent necessary to bring such employee's benefit payments to, but not exceeding, his regular 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.

ARTICLE P. 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 policies and guidelines contained within this manual apply to all stewards.

ARTICLE Q. 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 be made from the first pay period of each 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. 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. [TA]

ARTICLE R. 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 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 Public Employees Relations Board (P.E.R.B.) 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, based on the Department Head's determination.

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.

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, disability, sexual orientation or transgender discrimination. 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. WAGES

The wage schedule applicable to City employees represented by the employee organizations listed below, for FY 2018 is attached as Exhibit 1 hereto.

- International Association of Firefighters (I.A.F.F.) - Local #265

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.

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

The wage schedules for FY 2018 are based on municipal revenue and expense budget estimates. Therefore, implementation of these wage schedules are dependent upon the actual availability of projected municipal revenues. Any modification to the wage schedules due to a lack of available revenues for any positions represented by a bargaining unit signatory to this agreement shall be subject to negotiation.

ARTICLE Y. FIRE DEPARTMENT

Y-1 EMPLOYEE REPRESENTATION

- (a) The Employer recognizes the International Association of Firefighters, Local 265, as the sole and exclusive collective bargaining representative for the employees in the following classifications:

Captain
Lieutenant (~~Driver~~Engineer/Relief Officer)
~~Driver~~
Firefighter I, II, & III ~~—Entry Level~~

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

The City and the IAFF jointly acknowledge that Captains receive authority to act on behalf of their employer in a variety of ways, such as by assigning work to employees, by scheduling employees, by responsibly directing employees in the absence of a higher ranking member of management, and/or by disciplining employees or effectively recommending discipline. The parties hereby agree that Captains have an obligation to exercise their authority in the best interest of the City. Captains who, after having been notified of the City's expectations, fail to actively and responsibly supervise the employees placed under their authority shall be subject to discipline.

- (b) The following job classifications are supervisory and/or confidential employees and are therefore excluded from employee representation:

Fire Chief
City Inspector
Administrative Secretary

Y-2 SAFETY GEAR

The City shall furnish turnout equipment including coats, fire helmets, boots, gloves, and all other equipment which shall be worn or required by the employees on duty. It shall be the responsibility of the employee to see that safety equipment is worn, and to keep all equipment and property cared for, clean, and returned to its place of storage.

Y-3 UNIFORMS

- (a) *Regular full-time employees* – the City shall establish and maintain a uniform fund for the purpose of supplying duty uniforms and workout clothing. Duty uniforms shall consist of dress shirts, t-shirts, sweatshirts, pants, belts, footwear, and jacket. Workout clothing shall consist of t-shirts, shorts, sweatpants, and footwear. Any other items purchased out of this fund shall be approved by the Chief. Patches are to be supplied by the City.

The uniform fund shall consist of \$400.00 per year per eligible individual. This fund is to be used to purchase items to be worn on duty only. At the end of the year, any remaining balance of the fund will automatically roll over to the following year. At no time shall the fund per individual eligible (balance rolled over plus the City's contribution) exceed \$450.00. Annually, replaced workout clothing may be purchased from the City for \$10.00.

Upon termination, duty dress shirts and pants shall be returned to the City. Workout clothing may be purchased from the City for \$10.00.

- (b) *Initial Training Period Employees* – the City shall provide new employees with duty uniforms and work-out clothes as listed below, however these do

not have to be new shirts and pants if the City has appropriate items in storage. Patches will be supplied by the City. Upon termination, all duty uniforms and workout clothes shall be returned to the City.

One dress uniform Shirt
Two pair of uniform pants
Two polo shirts
Three t-shirts
One job shirt or jacket (employee's choice)
Sweat shirt
One pair of sweat pants
One pair of shorts [TA]

- (c) Employees shall be responsible for maintaining their uniforms. The shift leaders shall be responsible for their employees being in the proper uniform. Also, they shall be responsible for seeing that the uniform is of acceptable appearance and properly worn. Employees reporting to work in uniforms which are not in good condition can be sent home without pay by the Chief or his designee to change into proper uniform.

Y-4 STAFFING REQUIREMENTS

The City agrees to endeavor to maintain the present complement of manpower. The City further agrees that at all times there shall be at least five (5) employees on duty at the downtown fire station and at all times (with exception of mutual aid grass fires) there shall be at least three (3) employees on any first response vehicle including an officer, driverengineer, and firefighter (with the exception of mutual aid grass fires, which should have at least two employees, including an officer and a firefighter). Any second response vehicle shall be manned by no less than two (2) persons including a driveran engineer and a firefighter. [TA]

When the department is reduced below five (5) employees for reasons of sickness, vacation, leave, or any other non-emergency reason, the City shall then refer to the staffing-based extra duty list for the next employee in line to work, it being understood that the City has the right to schedule overtime work as required, in a manner most advantageous to the City, and consistent with requirements of municipal employment and the public interest. In any overtime situation, if an employee from the needed bracket is unavailable, the next higher bracket shall be called.

Y-5 REDUCTION IN FORCE

Notwithstanding the first sentence of Article L herein, in the event it becomes necessary to reduce the working force in any classification in the Fire Department, employees in such classification shall be reduced in reverse seniority order without regard to any other factor including qualifications.

When promotional opportunities arise following a reduction in force, the last person demoted shall be the first promoted, unless circumstances require otherwise, as determined by the Fire Chief. [TA]

Y-6 TRAINING

All employees in the Fire Department must participate in at least sixteen (16) hours of position specific training each year. Courses must receive prior approval from the Fire Chief. In determining what courses will be approved or rejected for any particular employee, the Chief will take into account the duties the employee in question regularly performs or should be prepared to perform, the knowledge required for any promotion the employee is seeking, and the courses the employee has previously attended or is scheduled to attend during the same calendar year. Similarly situated employees will receive the same training opportunities, provided the employee actively pursues the training in question. See Article D-11 for further provisions governing employee training.

Any employee above the rank of firefighter who fails to meet the training requirement set out above in two consecutive years shall be demoted to the rank of firefighter. Any firefighter who has not met this training requirement in any calendar year shall not be eligible for promotion during the following year.

Y-7 PROMOTION CRITERIA

The promotional process shall include a written exam covering the Coffeyville Standard Operating Procedures, Standard Operating Guidelines, Standard Administrative Procedures, Rules and Regulations, Memorandum of Agreement, Coffeyville Fire Rescue Engineers' Manual, Management books, Fire Tactic books, and any other resource related to the position being tested, and materials that best suit the exam.

Each exam will also include a practical scenario, and may also require an oral presentation.

Employees must serve the following amounts of time in rank before testing for the next higher rank, except in cases where there are fewer than two employees with sufficient seniority in rank who are willing and able to test for the higher position.

Firefighter – one year

Engineer – one year

Lieutenant – one year [TA]

|

Promotional Criteria

CAPTAIN

Name _____

Written Test Score _____

Seniority Score – (the years of experience in the Coffeyville Fire Department)

1 point per year in rank, up to a maximum of 5 points.

1 point per year in rate, up to a maximum of 5 points.

(Assessment scores are the accumulated scores of all reviewers)

Scenario Presentation	Score 1-5	_____
Fire Topic Presentation	Score 1-5	_____
Personnel Problem Solution	Score 1-5	_____

Individual applicants are responsible for verifying all additional points to be awarded for the items listed below. Verified copies of each person's participation in the courses is required.

Emergency Medical Technician certification (current)	10 points	_____
Fire Officer I certification through KU	7 points (IFSAC +5)	_____
Fire Officer II certification through KU	7 points (IFSAC +5)	_____
Hazardous Materials Technician (IFSAC only)	5 points	_____
Strategy & Tactics through KU	5 points	_____
ICS – 400	5 points	_____
Safety Officer through KU	5 points	_____
40 hour Fire Service Related Course	5 points (each)	_____
80 hour Fire Service Course	5 points (each)	_____
<u>EITHER</u> Associates Degree (any major)	10 5 points	_____
<u>OR</u> Bachelor's Degree (any major) <u>(but not both)</u>	10 points	_____

TOTAL POINTS _____

Promotional Criteria

LIEUTENANT

Name _____

Written Test Score _____

Seniority Score – (~~the years of experience~~ in the Coffeyville Fire Department) _____

1 point per year in rank, up to a maximum of 5 points.

1 point per year in rate of position below, up to a maximum of 5 points.

(Assessment scores are the accumulated scores of all reviewers)

Scenario Presentation ~~score 1-5~~ _____

Fire Topic Presentation ~~score 1-5~~ _____

Personnel Problem Solution ~~score 1-5~~ _____

Individual applicants are responsible for verifying all additional points to be awarded for the items listed below. Verified copies of each person's participation in the courses is required.

~~Emergency Medical Technician Certification (current) — 10 points~~ _____

Fire Officer I certification through KU ~~7-5 points (IFSAC +5)~~ _____

Fire Safety Officer 5 points _____

~~Hazardous Materials Technician (IFSAC only) — 5 points~~ _____

~~Strategy & Tactics through KU — 5 points~~ _____

ICS – 400 5 points _____

~~40 hour Fire Service Related Course — 5 Points~~ _____

~~80 hour Fire Service Course — 5 points~~ _____

~~EITHER Associates Degree (any major) — 10-5 points~~ _____

~~OR Bachelor's Degree (any major) (but not both) — 10 points~~ _____

TOTAL POINTS _____

City's Complete Contract Proposal of November 13, 2020

Promotional Criteria

~~Driver~~ Engineer

Name _____

Written Test Score _____

Seniority Score – (the years of experience in the Coffeyville Fire Department) _____

1 point per year in rank, up to a maximum of 5 points.

1 point per year in rate of position below, up to a maximum of 5 points

(Assessment scores are the accumulated scores of all reviewers)

Practical ~~Score 1-5~~ _____

Driving ~~Score 1-5~~ _____

Individual applicants are responsible for verifying all additional points to be awarded for the items listed below. Verified copies of each person's participation in the courses is required.

~~Emergency Medical Technician certification (current) 10 points~~ _____

Fire Pump Operator / Pumper ~~7-5 points (IFSAC+5)~~ _____

Fire Pump Operator/ Arial ~~5-7 points (IFSAC+5)~~ _____

Fire Safety Officer 5 points _____

~~Hazardous Materials Technician (IFSAC only)~~ ~~5 points~~ _____

~~Strategy & Tactics through KU~~ ~~5 points~~ _____

~~ICS – 400~~ ~~5 points~~ _____

~~40 hour Fire Service Related Course~~ ~~5 points (each)~~ _____

~~80 hour Fire Service Course~~ ~~5 points (each)~~ _____

EITHER Associates Degree (any major) 10 points _____

OR Bachelor's Degree (any major) (but not both) 10 points _____

TOTAL POINTS _____

Y-8 P.E.R.B WAIVER

By the signing of this Manual, the IAFF and the City specifically acknowledge that each has discharged its meet and confer obligation under applicable Kansas Statutes and both the City and IAFF hereby waive their rights to file any actions with the Kansas Public Employer Relations Board alleging lack of compliance with any such statutory guidelines, with respect to the negotiations which led to the signing of this Manual.

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

Z.-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.

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.

Z-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) 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.

Z-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 firefighters, 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 breathe, 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 position 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 term of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective. 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 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.

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 for activities where holding an appointive or elective public office is incompatible with the employee's City employment.
- (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, cellphones, 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 inappropriate purposes. 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.

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 OR 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 2020-2021 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 all previous agreements between the parties.

The FY 2020-2021 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 2020-2021 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 2020-2021 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2020 and remain in effect through December 31, 2021.

The FY 2020-2021 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 spring of 2021.

In witness hereof, the parties have executed the FY 2020 Personnel Manual/Memorandum of Agreement on the ____ day of _____, 2020.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL ASSOCIATION
FIREFIGHTERS (I.A.F.F.) - LOCAL #265:

BY _____
Paul Bauer, Mayor

BY _____



102 W. 7th St. • P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

IBEW

Agreement runs through December 31, 2021.

In Section D-6, include clarification that comp time cannot be used to “bank” holiday pay.

In Article F, change dates for health premium contribution, leaving City’s contribution rate (\$9165) unchanged in FY 20 and 21, and delete language regarding prior years.

In L-2(a), delete old language regarding prior year wage increases, and add language allowing the Commission to determine in October/November of 2020 and 2021 whether funds are available for a lump-sum payment to employees, based on a percentage of their earnings, and provided they have been employed for at least one year.

In L-2(c), add a bullet point clarifying when pay raises become effective.

In M-2(a), add requirement that personal days must be used on a full-day basis.

In Article P, change union dues deduction to equal amounts twice per month, 24 checks per year.

In X-4(f), add language providing that employees will only be charged for one miss per event. Explain when related events qualify as separate for call-out purposes.

City's Contract Offer of October 30, 2020 (Final Offer)

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS
AFL-CIO, LOCAL 1523**

January 1, ~~2017~~2020 – December 31, ~~2019~~2021
~~Resolution No. R-16-144~~

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City's Contract Offer of October 30, 2020 (Final Offer)

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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 Brotherhood of Electrical Workers (IBEW) AFL-CIO, Local Union 1523, 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

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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

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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. IBEW LOCAL UNION 1523 BARGAINING UNIT

- (a) The Employer recognizes Local Union No. 1523 of the I.B.E.W., or its successor local union of the I.B.E.W., as the sole and exclusive collective bargaining representative for employees in the following classifications:

Electrician Foreman
Line Foreman
Trouble Truck Lineman
Journeyman Lineman- Entry Level
Lineman (Apprentice 1st year) – Entry Level
Lineman (Apprentice 2nd year) – Entry Level
Lineman (Apprentice 3rd year) – Entry Level
Electrician/Meter Relayman- Entry Level
Electrician/Meter Relayman (Apprentice 1st year) – Entry Level
Electrician/Meter Relayman (Apprentice 2nd year) – Entry Level
Electrician/Meter Relayman (Apprentice 3rd year) – Entry Level
Meter Serviceman – Entry Level
Warehouse Purchasing/Records Clerk – Entry Level
Radio Repairman – Entry Level
Tree Trimmer– Entry Level
Tree Trimmer Foreman
Utility Worker – Entry Level

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 IBEW Local Union 1523 representation.

- (b) The City agrees to notify the Union of the creation of any new classifications within the Electric Distribution Department and to meet with the Union to seek agreement on the inclusion or exclusion of the new classification in the IBEW Local Union

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1523 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 DEFINITIONS

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).

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- 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.

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- 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:

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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.

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- (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 twenty-four (24) 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.

C-6 COMMERCIAL DRIVERS LICENSE

All employees who operate commercial vehicles during the course of employment must possess a valid Commercial Driver's License. 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.

D-2 MEAL PERIODS AND REST BREAKS

- (a) *Meal Periods for General 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.

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- (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 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] 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.

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, seasonal employees, and employees working at the Golf Course, Activity Center, and Aquatic Center 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.
- (e) An employee is not subject to being scheduled for prearranged extra duty hours while on holiday or leave.
- (f) *General 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, at least two hours 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 STANDBY (ON-CALL) TIME

- (a) *Weekday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time each regular workday and ending at the beginning of the next regular workday. The standby employee must be able to report to work within thirty minutes of notice of a service call. The standby employee shall receive compensation equal to two hours pay at their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes.
- (b) *Weekend/Holiday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby

employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times their regular rate of pay for this standby service. On holidays, the weekend standby employees shall receive compensation equal to six (6) hours pay at one and one-half times their regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two day weekends, the compensation for the first six (6) actual hours of service is included in the compensation for weekend standby. For holidays, the compensation for the first three (3) actual hours of service is included in the compensation standby.

- (c) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of 30 minutes response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or an accumulation of three hours responding to service calls on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period, they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the two hour minimum shall be recorded and paid at overtime rates for actual time worked. Standby employees shall be compensated for extra hours worked in responding to service calls at double their regular rate of pay.

Standby employees shall be provided with a pager and/or radio and/or cellular phone for use during their standby periods. Employees issued a pager and/or radio and/or cellular phone shall be responsible for its safekeeping and return of the same to the City in good condition.

D-5 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. All employees shall be required to provide the City with their personal mobile phone number to ensure that they reachable for call-out assignments. 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 thirty (30) 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-6 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 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time. [TA]

Compensatory time off may not be taken in increments of less than a one hour minimum.

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-7 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.

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- (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) Regular part-time, Seasonal, and Temporary Employees shall not receive paid holidays.
- (d) 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-8 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 4% 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.

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-9 ATTENDANCE

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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 N-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:

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- (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 2017 (April 1, 2017 to March 31, 2018): \$9165 per budgeted position~~
~~FY 2018 (April 1, 2018 to March 31, 2019): \$ _____ as negotiated with other bargaining units~~
~~FY 2019-2020 (April 1, 2019-2020 to March 31, 2020-2021) and FY 2021 (April 1, 2021 to March 31, 2022): \$9165.00 per budgeted position _____ as negotiated with other bargaining units~~

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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 that a situation may warrant the application of disciplinary action(s), other than a verbal warning, the Supervisor, Department Head or City Manager shall follow the steps set out below. If it appears necessary or prudent to remove the employee from the workplace pending investigation, a Department Head or his or her designee may place the employee on paid administrative leave, under Section G-6, pending conclusion of the steps set out below.

- (a) 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.
- (b) 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.
- (c) 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.

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

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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 V and W).
- (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 Y, Z).
- (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.

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- (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.

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- (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 IBEW Local Union 1523 is not satisfied with the final result of the grievance procedure, IBEW Local Union 1523 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 Twenty Five Dollars (\$25.00) are necessary, they will be made as soon as practicable, rather than waiting until the next regular pay day.

L-2 WAGE SCHEDULE

(a) ~~Effective January 2, 2017, all existing base wage rates for Line Foreman, Trouble Truck Lineman, Journeyman Lineman, Apprentice Lineman, Electrician Foreman, Electrician shall be increased by 8%; 2018 will increase by 3% and 2019 will increase by 2%. Effective January 2, 2017 base wage rate for Meter Serviceman classification will increase by 2%. In 2018 and 2019, wage rate for Meter Serviceman classification will increase by the same percentage as other represented city employees as negotiated. [TA]~~ Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned. The City Commission shall determine in October or November, 2020 and again in October or November 2021, whether sufficient City funds are available to permit the City to issue a lump-sum payment equal to a percentage of the employee's base pay for each employee who has been employed in the bargaining unit for at least one year, and will award such lump sum raises to employees in this bargaining unit on the same basis as they are awarded to non-represented employees.

(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. [TA]

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.

No paid vacation leave time may be taken during the first twelve months of employment without the written approval of the City Manager.

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

Yrs of Service	Continuous	1yr.	2 thru 5	6 thru 9	10 thru 14	15 thru 19	Over 19

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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	0	10	15	18	20	25
Maximum Total Days of Vacation Leave Accumulation Allowed ¹	NA	20	30	36	40	50

¹Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

- (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 initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status 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 should be taken between the anniversary date after it has been fully accrued and the next anniversary date. 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.
- (l) *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. [TA]
- (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.

(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 five (5) work 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, as provided in sub-section (j) below.
- (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) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. 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 household member's illness or injury for each absence in excess of three (3) working days.

- (k) *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.
- (l) *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 schedule working hours not to exceed three (3) workdays, which shall be taken consecutively unless otherwise approved by the Department Head.

If any full-time employee desires additional time off in excess of the funeral 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 funeral leave pay must provide proof of his or her relationship to the decedent. Any employee who attempts to claim funeral 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, and a maximum of ten (10) shifts of paid sick leave for regular full-time fire protection personnel, 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 employees 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

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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 be made from the first pay period of each 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.~~ 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

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dispute over honoring in good faith this authorization. The Employer will notify the employee organization if an authorization for withholding dues is canceled. [TA]

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

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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

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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, 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

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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 BROTHERHOOD OF ELECTRICAL
WORKERS (IBEW Local Union 1523) AFL-CIO

X-1 TOOLS AND EQUIPMENT

Employees shall furnish a first set of tools, plus a first pair of buckskin gloves. The City will furnish meter shop tool belt. The City will repair or replace employee hand tools and buckskin gloves that may be worn out or damaged in service of the City. Worn out tools will become the property of the City when replaced. Gloves must be turned in for replacement pair through City's glove program. Gloves can also be purchased through the glove program.

The City will replace worn out or damaged lineman, body belts, safety straps, holsters, nut and bolt bags, climbing hook-associated straps and pads with the type and quality they previously possessed. If body belts can be repaired without hindering its flexibility, being satisfactory to employee and still be deemed safe, it will be done. Persons who use body belts or harnesses should maintain such equipment to ensure longevity. Old lineman belts or any of the above-mentioned equipment (when replaced) will become the property of the City.

The City will replace worn out specialty lineman boots with a like quality of boot. Wesco manufactured "highliner" steel-toe boots will be the standard. Purchasing of boots will be done by the individual and receipt turned in for reimbursement. The maximum amount of reimbursement for 10" boots is \$ 380.00, and \$ 414.00 for 16" boots. This reimbursement price will be adjusted on an annual basis if necessary, as determined by City. If the boots can be rebuilt with new heels and full sole arch supports if needed, this will be done by the boot manufacturer or a qualified shoe repair shop before a new pair is issued. Linemen need to do their best to ensure longevity of this equipment. The City will replace worn out electric hazard rated work boots for employees in the Electrician Foreman, Electrician and Electric Meter Serviceman job classifications. The maximum amount of reimbursement will be \$200.00. IBEW and the City agree that all work boots purchased under this section are for work use only, and shall not be worn except when at work for the City or commuting to and from work.

Boot replacement will be accomplished through direct purchase by each individual employee, after receiving approval for the replacement from an appropriate supervisor. The City will then reimburse the employee up to the maximums set out above, upon presentation of a receipt showing the cost of the purchase. Old boots will become property of the City.

IBEW and the City agree to form an FR Clothing Committee. The Committee will consist of three represented employees and three members of management. The FR committee will make recommendations to the Department Head, who will have final authority regarding any changes or purchases.

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The City will furnish Personal Protective Equipment (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. 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 the Human Resources Department. If prescription safety glasses are lost, it will be the employee's responsibility to replace them. The City will also furnish rubber boots that are suitable for climbing (over shoes or insulated pull-on) when employed by the City. The rubber boots will be Industrial Service type with zipper and steel arch. These boots and rain gear, when not in use, will be kept in the individual's locker and shall not be worn for personal use.

All of the above PPE will be replaced by approval of the Safety Committee.

X-2 INCLEMENT WEATHER

Except in emergencies, employees will not be required to work out-of-doors in inclement or severely cold weather. For purposes of this section, severely cold weather is defined as when the temperature is less than ten (10) degrees above zero or when the wind chill is less than five (5) degrees below zero. The City will determine the temperature and wind chill by contacting the local airport to obtain its readings, or by obtaining this information from any other mutually agreed-upon source.

If workers are dispatched to work under favorable weather conditions, and the temperature and/or wind velocity changes, which brings the conditions below the above limits, workers may discontinue outside work.

During periods of severely cold weather, management may assign employees to any appropriate function that can be performed in a sheltered location.

In the event that severe storm warnings are issued for locations where the electric distribution, trouble truck, or tree trimming workers are working, the City will make its best effort (notwithstanding unforeseen conditions and variables) to notify workers by radio of the approach of severe weather. During normal work hours the Supervisor, Department Head or their designee will notify. For all instances outside of normal work hours, the Power Plant Operator will make notification. Each employee has the ultimate responsibility for his or her own safety, and is responsible for making reasonable judgments about the conditions in his or her working area.

Emergencies for the purpose of this Article are defined as any unforeseen situations wherein it is necessary for the City and its employees to take immediate action in order to prevent or relieve serious injury, save life, or prevent serious damage to property, or interruptions of service to the public.

X-3 WORK RULES

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- (a) Any employee regularly in charge of two or more employees shall be classed as a foreman.
- (b) When a line foreman or trouble truck lineman is absent for a period of one (1) hour or more, an acting Foreman or acting Troublemán-Lineman will be assigned, depending upon the work needs of the Department.
- (c) All employees shall report for work at the storeroom and quit at the storeroom at the end of each day's work and their time shall be paid until they quit work at the storeroom on a regular workday subject to the overtime provisions of Article D-3.
- (d) Foremen shall have the option to be placed on or off the rotation for "standby" purposes as mutually agreed upon between employee and the City. This option will be reviewed every six (6) months.
- (e) Foremen will not be required to work anyone or any equipment they believe, in their reasonable judgment, to be unsafe.

X-4 ADDITIONAL ITEMS

- (a) The City Manager will agree, pursuant to his authority under Article D-1 (a) of the Memorandum of Agreement, to specify that Distribution Division normal duty hours will be 7:00 a.m. to 4:00 p.m. year-round, unless otherwise specified by the City Manager in writing.
- (b) *Addition to Electric Distribution Division Safety Working Rules.* Tailgate discussions shall be held prior to the work to be done. If the work assignment is changed, then an additional tailgate meeting will be held to discuss such changes if, in the opinion of the foreman, such additional tailgate meeting is required.
- (c) *Specific Modifications To Article C-5 Promotions (Bargaining Unit Promotions) as Applicable to I.B.E.W. Represented Employees:*
 - (1) In filling jobs listed in Section A-5(1) herein, the following procedures shall apply only to employees of the City represented by the I.B.E.W. Local Union 1523 or its successor local union. However, the procedures set forth below do not apply to said employees in filling any position not listed in Section A-5(1).
 - (2) Any vacancy in the jobs listed in Section A-5(1) that the City Manager determines should be filled, shall first be bid among the employees of the City who are represented by the IBEW Local Union 1523. The job shall be posted for seven (7) working days at the distribution warehouse, during which time incumbent full-time regular employees of the City who are represented by the IBEW Local Union 1523 and who have the proper qualifications will be entitled to submit bids for such jobs. Qualifications

and ability being sufficient in the reasonable judgment of the City Manager, seniority shall be the determining factor in filling the position. For the purpose of this article, seniority shall be defined as time spent within the applicable classification and then within the Electric Distribution Division.

- (3) In the event that there are no bids submitted within the seven (7) working day period mentioned above, or in the event there are no bidders who are qualified, then the vacancy will be filled by the City Manager at his or her discretion in accordance with Article C-5 (d) of the Memorandum of Agreement.
- (4) In addition to the foregoing, promotions of City employees represented by the IBEW Local Union 1523 to the positions of Electrician Foreman, Line Foreman, Trouble Truck Lineman, and Tree Trimmer Foreman shall be subject to the following requirements in addition to those specified in Article C-5 (b) of the Memorandum of Agreement. The determination of whether an employee has demonstrated a minimal level of competency within the six (6) month training period for the positions of Electrician Foreman, Line Foreman, Trouble Truck Lineman and Tree Trimmer Foreman shall be made by a Review Committee consisting of the Electric Director, Electric Distribution Superintendent, two employees of the Electric Distribution Division appointed by the IBEW Local Union 1523 and the City Manager. Each member of the Committee will have one vote. The City Manager will not vote except in case of a tie, in which event the City Manager will cast a vote and his vote will be determinative of the issue.
- (5) The City Manager may designate alternates to replace the Electric Director or the Superintendent, either temporarily or permanently, on the Committee. The IBEW Local Union 1523 may also designate alternates. Such alternates must be employees of the Electric Distribution Division.
- (6) The decision of the Committee will be final and there will be no recourse to the grievance and arbitration procedures from any decision of the Committee.
- (7) The trial periods of City employees in the Electric Distribution Division who are promoted to positions either within the Electric Distribution Division – other than Electrician Foreman, Line Foreman, Trouble Truck Lineman, or Tree Trimmer Foreman – or Electric Department or to positions in another Department of the City will be governed solely by Article C-5 (b) or C-5 (c) (as applicable) of the Memorandum of Agreement.
- (8) Employees of the Electric Distribution Division represented by the IBEW Local Union 1523, who are transferred to any entry level position shall be placed in a six (6) month training period in accordance with Article C-5.

- (9) Nothing herein shall affect the current system of progression of Apprentice to a higher level of Apprenticeship or to Journeyman classification, in accordance with Article C-5 (e).
- (e) *Specific Modifications of Article D-4 Standby (On-Call) Time, Article D-4 (B) Weekend/Holiday Standby, As applicable to IBEW Local Union 1523 Represented Employees in the Classifications Listed in Article A-5(1):*
 - (1) *Weekend/Holiday Standby.* Competent and qualified employees may be required to remain accessible by a local telephone call or pager to answer trouble calls and make repairs to restore service during the time period beginning at quitting time on Friday and ending at the beginning time on the following Monday. The standby employee must be able to report to work within thirty minutes of notice of a service call. Weekend standby employees shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. On holidays, an additional standby employee shall receive compensation equal to twelve (12) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. Except for hours actually worked responding to service calls, this standby compensation is not counted as hours worked for overtime purposes. For two-day weekends and holidays, the compensation for the first six (6) actual hours of service is included in the compensation for weekend/ holiday standby. Effective January 1, 2018 on holidays, an additional standby employee shall receive compensation equal to ten (10) hours pay at one and one-half times the Trouble Truck Lineman regular rate of pay for this standby service. For holidays, the compensation for the first five (5) hours of service is included in the compensation for holiday standby.
 - (2) *Compensation for Service Calls.* Hours worked or compensable time starts when the standby employee is notified of the service call (limited to a maximum of 30 minutes response time). After a weekend/holiday standby employee has actually worked an accumulation of six hours responding to service calls on a weekend or on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. After January 1, 2018, after a holiday standby employee has actually worked an accumulation of five (5) hours on a holiday, the standby employee shall receive a minimum of two hours worked for each additional service call to which they respond. Any time a weekday standby employee responds to a service call, they shall receive credit for a minimum of two (2) hours worked. If multiple service calls are handled by the standby employee within any two hour minimum period, they would not receive additional compensation, even if the employee has returned home. Actual time worked in excess of the two-hour minimum shall be recorded and paid at overtime rates for actual time worked.

Standby employees shall be compensated for extra hours worked in responding to service calls at double the Trouble Truck Lineman regular rate of pay.

Standby employees shall be provided with a pager and portable radio for use during their standby periods. Employees issued a pager or radio shall be responsible for its safekeeping and return of the same to the City in good condition.

- (f) *Specific Modifications of "Article D-5 Call-out (Call-Back) Time", as Applicable to IBEW Local Union 1523 Represented Employees in the Classifications Listed in Article A-5(1):*

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 thirty (30) 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. When a standby employee has been arranged or provided for, call-back employees shall be compensated for hours worked at double their regular rate of pay (e.g. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). When no standby employee has been arranged or provided for the first employee called-out/called-back shall be compensated for hours worked at double the Trouble Truck Lineman's regular rate of pay and all additional employees called-out/ called-back shall be compensated for hours worked at double their regular rate of pay (eg. Journeyman Lineman & Apprentice Lineman would not be paid at Trouble Truck Lineman rate). Actual time worked in excess of the two-hour minimum shall be recorded and paid at overtime rates for actual time worked. 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.

Although no employee is required to respond to any particular call-out, each employee must be reasonably responsive to call-out requests. Each employee shall be responsible for providing the City with his or her current personal mobile phone number. The City will track employee responses to call-out attempts in six month intervals. Any employee who fails to answer at least 50% of callout calls (i.e. actually answer the phone rather than let the call go into voice mail, or promptly (within 15 minutes) return a call that is not immediately answered or goes into voice

mail) when management attempts to make contact, and/or who fails to report for duty at least 50% of the time when actually contacted shall be subject to discipline as follows:

- 1st time – 2 days off without pay
- 2nd time – 5 days off without pay
- 3rd time - Termination

Although compliance with this call-out provision is tracked in six-month intervals, the disciplinary measures set out in this section X-4(f) only shall apply to violations occurring within a rolling two (2) year period from the date of the disciplinary action. When charging employees with missed calls or declined work, the City will not count multiple calls arising from the same event as multiple missed or declined work opportunities. For example, if an employee is called to check a trouble report and declines the work, he or she shall not be charged for a second refusal if he or she also declines a later offer to work on the crew assigned to perform repair work arising from the original trouble ticket. However, when a discrete event spawns larger or separate related events (e.g. local outage becomes an area or regional outage, or a storm that caused downed lines in one location causes additional outages in another location), each incident will be treated as a separate work opportunity.

**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.

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- (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 a driving position 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 term of the suspension, and any subsequent period during which restrictions such as steering wheel interlock devices remain effective. 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 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

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As used in this policy, the terms listed below shall have the following definitions:

- a) "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, benzodiazepines, propoxyphen, 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;
- i) "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:

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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:
 - i. 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.

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- [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:
 - i. the accident involved the loss of human life or a serious injury; or
 - ii. 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.

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.
- ii. The City will use a scientific, valid method of random selection which is matched with an individual identifying number for each employee.
- iii. The City will ensure that random testing is unannounced and spread reasonably throughout the calendar year.
- iv. The City will ensure that drivers selected for random testing proceed immediately to the testing site upon notification of being selected.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
 - x. 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.
 - xi. 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.
- (b) 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.
- (c) 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.
- (e) 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.

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- 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.

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- 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.
 - 2) 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.
 - 3) 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.
 - 4) 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.
 - 5) 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.

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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

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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. EXECUTION

The City of Coffeyville and the undersigned employee organization hereby agree that this 2020-2021 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 all previous agreements between the parties.

The 2020-2021 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 2020-2021 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 2020-2021 Memorandum of Agreement shall become effective on January 1, 2020 and remain in effect through December 31, 2021.

The 2020-2021 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 spring of 2021.

In witness hereof, the parties have executed the 2020-2021 Memorandum of Agreement on the ____ day of December, 2020.

CITY OF COFFEYVILLE, KANSAS:

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
AFL-CIO (I.B.E.W.) - LOCAL NO. 1523

BY _____
Paul Bauer, Mayor

BY _____
Duane Nordick
Business Manager



102 W. 7th St. • P.O. Box 1629 • (620) 252-6100
Coffeyville, Kansas 67337-0949
www.coffeyville.com

IUOE

Agreement runs through December 31, 2021

In D-1(a), revise work schedule language to allow departments and/or subdivisions to independently move to summer hours on an as-needed basis, depending on demands of the work.

In D-5, include clarification that comp time cannot be used to “bank” holiday pay.

In D-5, include statement that compensatory time must be scheduled and used on the same basis as vacation, except when a supervisor approves use on short notice as consistent with Department needs.

In D-7, delete obsolete language regarding the Chief Operator position, which has been phased out.

In Article F, change dates for health premium contribution, leaving City’s contribution rate (\$9165) unchanged in FY 20 and 21, and delete language regarding prior years.

In L-2(a), delete old language regarding prior year wage increases, and add language allowing the Commission to determine in October/November of 2020 and 2021 whether funds are available for a lump-sum payment to employees, based on a percentage of their earnings, and provided they have been employed for at least one year.

In L-2(b)-(d), delete language regarding prior year wage increases.

In L-2(f), add a bullet point clarifying when pay raises become effective.

In M-2(a), add requirement that personal days must be used on a full-day basis.

In M-3(d), require doctor’s note for medical absences exceeding three days, rather than five.

In Article P, change union dues deduction to equal amounts twice per month, 24 checks per year.

In Article X-2, add two tee shirts per employee (bringing total to seven), per year, with the option to divide total among short and long-sleeved shirts at the employee’s option. Add represented Engineering employees (janitor and HVAC tech) to those who receive shirts.

In Y-3(i), allow employees who receive off-duty DUI citations to continue driving for work purpose, if they receive a valid “hardship license” from the state that authorizes them to drive the vehicle/equipment in question.

MEMORANDUM OF AGREEMENT

Between

CITY OF COFFEYVILLE

and

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

January 1, ~~2018~~2021 – December 31, ~~2020~~2021

Date:

~~February 13, 2018 (Resolution No. 18-08)~~

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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

City's Complete Contract Proposals of December 2, 2020

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
MechanicUtility 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

HVAC/R 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

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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 twenty-four (24) 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 who operate commercial vehicles during the course of employment must possess a valid Commercial Drivers License. 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 ~~at the same time for all by~~ departments and subdivisions ~~that use modified summer schedules on an as-needed basis,~~ depending on the demands of the work. [TA]

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 80 hours of unused compensatory time. If this limit is reached, an employee must be paid in cash for additional accrued hours or else must use some compensatory time before any additional overtime hours may be compensated in the form of compensatory time. [TA]

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. [TA]

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 4% 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. ~~Out of classification pay for Chief Operator will be paid to next Operator in line when Chief Operator is gone more than five (5) days. Employees who are required by their Department Head to temporarily perform Chief Operator job responsibilities shall be compensated at the minimum rate of pay for that position for time actually worked in the higher classification. [TA]~~

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 N-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 ~~2017-2020~~ (April 1, ~~2017-2020~~ to March 31, ~~2018-2021~~) and FY 2021 (April 1, 2021 to March 31, 2022): \$9165.00 per budgeted position [TA]

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.

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- (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) ~~Effective January 1, 2018 all existing base wage rates for represented employees shall be increased by 1.5%.~~ Step increases within classifications and pay raises due to promotions will continue to be given to eligible employees as earned. The City Commission shall determine in October or November, 2020, and again in October or November, 2021, whether sufficient City funds are available to permit the City

- to issue a lump-sum payment equal to a percentage of the employee's base pay for each employee who has been employed in the bargaining unit for at least one year, and will award such lump sum raises to employees in this bargaining unit on the same basis as they are awarded to non-represented employees. [TA]
- (b) Adjustments to certain positions at Power Plant will be made ~~in addition to the 1.5% all employees will get~~ as set out in table below. ~~2019 and 2020~~ adjustments will be ~~in addition to the negotiated raise (if any) as set out~~ below: [TA]

Position	2018	2019	2020	Total
Operator 4	\$1.00	\$0.60	\$0.60	\$2.20
Maintenance Foreman	\$1.50	\$0.75	\$0.75	\$3.00
Electrician	\$0.75	\$0.45	\$0.25	\$1.45
Instrument Tech	\$0.75	\$0.45	\$0.25	\$1.45

- ~~(e) HVAC/R Technician will increase classification Step 6 only by \$.50/hr. in addition to the 1.5% wage increase for 2018. [TA]~~
- ~~(d) Water/Wastewater Distribution journeyman classification will increase by \$.11/hr to match Step 6 of Heavy Equipment Operator classification in Public Service Department in addition to the 1.5% wage increase for 2018. [TA]~~
- (e) 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.
- (f) 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. [TA]

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.

City's Complete Contract Proposals of December 2, 2020

No paid vacation leave time may be taken during the first twelve months of employment without the written approval of the City Manager.

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

Yrs of Continuous Service	1yr.	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	0	10	15	18	20	25
Maximum Total Days of Vacation Leave Accumulation Allowed ¹	NA	20	30	36	40	50

¹Not inclusive of vacation days being accrued between anniversary dates but not available to be used.

- (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 initial training period. Initial training period employees will be retroactively credited with vacation leave for each month of employment, but only after successful completion of the training period. Employees terminated prior to attaining regular status 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 should be taken between the anniversary date after it has been fully accrued and the next anniversary date. 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.

- (l) *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. [TA]
- (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 ~~five-three~~ (~~53~~) 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. [TA]

- (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, as provided in sub-section (j) below.
- (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) *Use of Sick Leave for Other Household Members.* Any regular full-time employee may utilize up to 20 days of accumulated sick leave in any calendar year to provide care to a spouse, child, parent, spouse's parent (whether or not such spouse, child, parent, or spouse's parent is living in the employee's household) or any dependent living in their household who is incapacitated by sickness or injury or for their medical, psychological, dental or optical examination or treatment. This leave shall be available for any employee who wishes to attend to any person listed in the preceding sentence who is hospitalized, but only to the extent the employee is actually attending to such person at the hospital. 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 household member's illness or injury for each absence in excess of three (3) working days.
- (k) *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.
- (l) *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 be made from the first pay period of each 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. [TA]

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.

AAARTICLE 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

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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 ~~5-7 short-sleeve~~ 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, ~~and~~ Water/Wastewater Collection and Distribution, Stormwater, and Engineering departments. City will furnish one hoodie/employee. [TA]

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

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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.

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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

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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.

[TA]

**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, ropoxyphenen, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein;

City's Complete Contract Proposals of December 2, 2020

- 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.

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

a) ~~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.

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

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1. ~~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.

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- [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.

~~1.2.~~ 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.

~~2.3.~~ The City will use a scientific, valid method of random selection which is matched with an individual identifying number for each employee.

~~3.4.~~ 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.

City's Complete Contract Proposals of December 2, 2020

- 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) ~~b)~~ Employee education shall consist of:

- 1) ~~educating~~ 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.

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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.

City's Complete Contract Proposals of December 2, 2020

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 2021 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 2021 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 2021 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 2021 Personnel Manual/Memorandum of Agreement shall become effective on January 1, 2021, and remain in effect through December 31, 2021.

The FY 2021 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 spring of 2021.

In witness hereof, the parties have executed the FY 2021 Personnel Manual/Memorandum of Agreement on the ____ day of _____, 2020.

CTY OF COFFEYVILLE, KANSAS:

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

BY _____
Paul Bauer, Mayor

BY _____
Kevin Mersberg, Business Agent

BY _____
, Recording Secretary

 CITY OF COFFEYVILLE BOARD OF COMMISSIONERS AGENDA ITEM		
MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	R-20-86	
AGENDA TITLE	A resolution to authorize the issuance of a purchase order to Kansas Eastern Region Insurance Trust (KERIT) for workers compensation insurance coverage for the City of Coffeyville to be effective January 1, 2021 through December 31, 2021.	
REQUESTING DEPARTMENT	HR Department	
PRESENTER	Allison Pryor, HR Director	
FISCAL INFORMATION	Cost as recommended:	\$126,701
	Budget Line Item:	Various Funds – Line Item 370 – Workers Comp.
	Balance Available	\$179,711
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Authorizes issuance of a purchase order for workers compensation coverage for FY 2021.	
BACKGROUND	In 2013, the city joined Kansas Eastern Region Insurance Trust (KERIT) for workers compensation coverage. As part of this Trust, the City has a membership agreement for three years. KERIT was established in 1986 as a member-driven organization committed to developing a workers compensation program where its members are knowledgeable, fully engaged and accountable.	

SPECIAL NOTES	There are currently 18 members (15 cities, 2 counties and 1 parks & rec board) who each have a representative on the KERIT Board of Trustees. Each member is required to attend quarterly board meetings to allow for frequent review of claims and financials, involvement in claims management and communication of program goals. KERIT offers an average of 50 hours of safety training per year to each member. Premium discounts are offered through KERIT PLUS which benchmarks improvements of each member organization. The KERIT PLUS program advocates timely reporting of claims, post offer physical assessments, wellness programs, physical assessments of public safety personnel, facility inspections, safety committees, accident investigations, and safety training/orientation programs. Another benefit to KERIT is the potential to receive annual dividends based on the pools performance for the year. Since 2014, we have had the opportunity to receive dividends in future years based on the group's performance. <u>We received our third annual dividend this year in the amount of \$13,405.</u> We will continue to focus on maximizing our KERIT PLUS discount by maintaining our current training efforts along with an emphasis in our highest incident areas (slips, trips & falls and sprains & strains). This year, our staff earned the full 5% discount following our annual review. Our safety committee also plans to perform more on the job safety inspections to ensure a safe workplace for our employees.
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ANALYSIS	Staff recently received the renewal quote for workers compensation coverage from KERIT. The quoted premium of \$126,701 is \$26,331 higher than 2020. Factors affecting the increase are as follows: *The City's experience modification factor increased from a .90 in 2020 to .99 for 2020. The experience modification factor is calculated on frequency, severity and costs over the previous three years (2017, 2018, 2019). *Changes to premium rates set by NCCI and adopted by State of Kansas for payroll classifications in City also have an effect on our overall premium. *Offsetting this increase is a 2% reduction to overall premium as the result of an actuarial review completed earlier this year by KERIT. *We have more closely projected our 2021 estimated payroll to be that of the 2019 audited payroll. The final result is a quoted premium rate of \$1.69/\$100 of payroll.
PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends adoption of the resolution to continue workers compensation insurance coverage with KERIT.
REFERENCE DOCUMENTS ATTACHED	KERIT 2021 Renewal Premium Projections, KERIT 2021 Certificate of Coverage

RESOLUTION NO. R-20-86

A RESOLUTION TO AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO KANSAS EASTERN REGION INSURANCE TRUST (KERIT) FOR WORKERS COMPENSATION INSURANCE COVERAGE FOR THE CITY OF COFFEYVILLE TO BE EFFECTIVE JANUARY 1, 2021 THROUGH DECEMBER 31, 2021.

BE IT RESOLVED, by the Board of Commissioners of the City of Coffeyville, Kansas, that the Finance Director be and is hereby authorized and directed to issue a purchase order to Kansas Eastern Region Insurance Trust (KERIT) in the sum of \$126,701 for workers compensation insurance for the City of Coffeyville to be effective January 1, 2021 through December 31, 2021.

ADOPTED THIS 8th DAY OF DECEMBER, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

Kansas Eastern Region Insurance Trust

January 1, 2021 to 2022

Estimated Premium Summary

Member	Tier	2021 Total Payroll	Manual Premium	2021 Exp Mod	Standard Premium	Premium Discount	Premium Discount Percentage	Mod Discount Factor	Exp. Mod Discount	PLUS Discount	Subtotal	PLUS Discount Percentage	PLUS Discount	Discount Premium	Exp. Constant	2021 Projected Premium	2020 Deposit Premium	Change
Atchison County	1	7,000,987	177,286	1.25	221,608	(25,678)	-11.6%	0.0%	-	9	195,930	4.5%	(8,817)	187,113	160	187,273	165,989	21,284
Chanute	1	8,631,453	189,848	1.21	229,715	(26,699)	-11.6%	0.0%	-	8	203,016	4.0%	(8,121)	194,896	160	195,056	208,746	(13,691)
Coffeyville	2	7,486,424	155,278	0.99	153,726	(17,124)	-11.1%	3.0%	(4,098)	9	132,503	4.5%	(5,963)	126,541	160	126,701	100,897	25,803
Derby	2	11,329,986	214,239	1.07	229,235	(26,639)	-11.6%	2.0%	(4,052)	10	198,545	5.0%	(9,927)	188,618	160	188,778	236,795	(48,017)
Fairway	2	1,792,113	44,301	1.05	46,516	(4,525)	-9.7%	3.0%	(1,260)	10	40,731	5.0%	(2,037)	38,694	160	38,854	50,336	(11,482)
Gardner	2	10,401,569	199,812	0.95	189,821	(21,672)	-11.4%	3.0%	(5,044)	9	163,104	4.5%	(7,340)	155,764	160	155,924	158,342	(2,418)
Johnson Co Park & Rec	1	18,533,777	200,287	1.26	252,362	(29,553)	-11.7%	0.0%	-	9	222,809	4.5%	(10,026)	212,783	160	212,943	242,863	(29,920)
Junction City	3	10,590,000	274,267	0.87	238,612	(27,820)	-11.7%	5.0%	(10,540)	10	200,253	5.0%	(10,013)	190,240	160	190,400	242,745	(52,345)
Lansing	2	3,505,721	73,542	1.06	77,954	(7,952)	-10.2%	2.0%	(1,400)	10	68,602	5.0%	(3,430)	65,172	160	65,332	68,475	(3,143)
Leavenworth County	2	16,749,903	354,096	1.04	368,260	(44,156)	-12.0%	3.0%	(9,723)	9	314,381	4.5%	(14,147)	300,234	160	300,394	172,097	128,297
Leavenworth	2	13,027,898	313,348	0.98	307,081	(36,447)	-11.9%	3.0%	(8,119)	10	262,515	5.0%	(13,126)	249,389	160	249,549	327,070	(77,521)
Leawood	3	16,660,442	450,134	0.61	274,582	(32,352)	-11.8%	5.0%	(12,111)	10	230,118	5.0%	(11,506)	218,612	160	218,772	251,851	(33,079)
McPherson	2	12,895,778	194,107	1.04	201,872	(23,191)	-11.5%	3.0%	(5,360)	10	173,320	5.0%	(8,666)	164,654	160	164,814	204,055	(39,241)
Merriam	2	5,647,612	137,242	0.96	131,753	(14,356)	-10.9%	3.0%	(3,522)	10	113,875	5.0%	(5,694)	108,181	160	108,341	159,104	(50,763)
Mission	1	5,069,758	126,756	1.38	174,923	(19,795)	-11.3%	0.0%	-	7	155,128	3.5%	(5,429)	149,699	160	149,859	96,004	53,854
Ottawa	3	8,296,588	167,315	0.76	127,159	(13,777)	-10.8%	5.0%	(5,669)	10	107,713	5.0%	(5,386)	102,327	160	102,487	128,768	(26,281)
Shawnee	3	23,972,677	589,536	0.88	518,792	(63,461)	-12.2%	5.0%	(22,767)	10	432,564	5.0%	(21,628)	410,936	160	411,096	336,465	74,631
Winfield	2	8,952,881	187,230	0.97	181,613	(20,638)	-11.4%	3.0%	(4,829)	10	156,145	5.0%	(7,807)	148,338	160	148,498	130,174	18,325
Total		190,545,567	4,048,624	0.97	3,925,584	(455,836)	-11.6%	2.7%	(98,495)		3,371,254	4.7%	(159,062)	3,212,192	2,880	3,215,072	3,280,777	(65,705)

Average
2.12 0.97
Gross Rate Exp. Mod

Average

(713,392)
(0.18)

1.69

Average Advance Discount

Net Rate
Board Approved

3 - Tier - Loss Cost Multiplier (Based upon Experience Modification Factor)

- Tier 1 - Experience Mod is Greater than 1.20 = 1.58
- Tier 2 - Experience Mod is Between .90 and 1.19 = 1.53
- Tier 3 - Experience Mod is Less than .90 = 1.46

Experience Modification Discount Summary:

- 5% If Experience Mod is Less Than .90
- 3% If Experience Mod is .91 to 1.04
- 2% If Experience Mod is 1.065 to 1.15
- 0% If Experience Mod is greater than 1.15

PLUS Discount Summary:

- Each of the 10 PLUS elements are worth 0.5% discount up to a total of 5%
- (2019 Actual Results have been used for rating purpose. Adjustments will occur in July installments.)

Premium Discount

First	\$5,000	0
Next	\$95,000	10.9%
Next	\$400,000	12.6%
Over	\$500,000	14.4%

Kansas Eastern Region Insurance Trust

600 BROADWAY SUITE 200 KANSAS CITY, MO 64105-1554

PHONE: (816) 329-0800 (866) 338-3775

CERTIFICATE OF COVERAGE

POLICY NO.: 15KR0003

PARTICIPANT: City of Coffeyville

MAILING ADDRESS: P.O. Box 1629
Coffeyville, KS 67337

ID NO.: FEIN: 48-6043317

POLICY EFFECTIVE DATE: January 1, 2021 through December 31, 2021
11:59 PM Standard Time at the address of the participant as stated herein.

COVERAGE: Workers' Compensation and Employers' Liability -

For State(s) Listed: Kansas

For coverage of the Fund to apply, the injury must occur within the state(s) designated above and the claim for such must be filed under the workers' compensation law in the state(s) listed.

LIMITS OF COVERAGE:

Coverage A - Workers' Compensation - Statutory

Coverage B - Employers' Liability:

Bodily injury by Accident: 1,000,000 each accident

Bodily injury by Disease: 1,000,000 policy limit

Bodily injury by Disease: 1,000,000 each employee

The Premium will be determined by the rules, classifications, and rates published by the National Council on Compensation Insurance subject to verification by audit at the end of each Fund year.

This document is intended for use as evidence that the insurance as described herein has been effected and shall be subject to the terms and conditions of the Kansas Workers' Compensation Law.

Loss prevention services are provided to all participants. Please do not hesitate to contact Kansas Eastern Region Insurance Trust for loss prevention assistance.

Refer to Fund Bylaws and Administration Guidelines for procedures in administering the Fund.



THOMAS MCGEE L.C. - Administrator

Date 1/1/2021



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	Resolution No. R-20-87	
AGENDA TITLE	A Resolution to approve the City of Coffeyville fee schedule for 2021.	
REQUESTING DEPARTMENT		
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE		
BACKGROUND	The City of Coffeyville fee schedule includes fees for licenses and permits, cemetery services, utility fees, admissions, golf course, t-hangars, building permits and miscellaneous other services in the city. When our ordinances were codified, fees were removed from the ordinances and wording included to state fees would be adopted by a fee schedule. The fee schedule is reviewed annually. The recommended changes are to: • Previous Building Permit and Permitting sections to be removed. • New Permitting section added to reflect Resolution R-20-77. • Licensing – added Mechanical Licenses, Apprentice Licenses to Plumbers and Gasfitters. Added Precious Metal Dealers License and Maintenance License.	

	• Oakcrest building rental fee changed to \$35 (was \$25) to match the deposit amount. • Removed Youth Activities Center from Building Rentals. • Changed water meter testing fee to match the electric meter testing fee.
SPECIAL NOTES	Headings for sections to be removed from the fee schedule are highlighted in red. Heading to section to be added to the fee schedule is highlighted in blue. Individual line item changes to the fee schedule are highlighted in gray or marked through.
ANALYSIS	
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Adopt the 2021 City of Coffeyville fee schedule as presented.
REFERENCE DOCUMENTS ATTACHED	Resolution R-20-87 and Fee schedule with proposed changes

RESOLUTION NO. R-20-87

A RESOLUTION TO APPROVE THE 2021 FEE SCHEDULE FOR THE CITY OF COFFEYVILLE.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that a fee schedule for the City of Coffeyville be approved with the fees to be effective January 1, 2021.

ADOPTED THIS 8th DAY OF DECEMBER, 2020.

Paul Bauer, Mayor

ATTEST:

Melissa Carter, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Paul Kritz, City Attorney

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

AQUATIC CENTER		FEE
Ages 3 & up		\$3
Ages 0-2		Free
Group rate - 20 or more ages 3 & up		\$2.50 per person
Punch cards - 10 swims		\$25
ALCOHOL		FEE
Alcoholic Liquor		
Consumption on premises		\$250 + state license
Packaged liquor		\$300 + state license
Cereal Malt Beverage		
Consumption off premises		\$50 + \$25 state stamp
Consumption on premises		\$150 + \$25 state stamp
BUILDING PERMITS - Remove Section		
Total Valuation		
\$1 - \$500		\$15
\$501 - \$2,000		\$15 for the first \$500 plus \$2 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 - \$25,000		\$45 for the first \$2,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000		\$252 for first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - \$100,000		\$414.50 for first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 - \$500,000		\$639.50 for first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 - \$1,000,000		\$2,039.50 for first \$500,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up		\$3,539.50 for the first \$1,000,000 plus \$2 for each additional \$1,000 or fraction thereof
CEMETERY		FEE
Plots		
Cremation Plot (Restlawn only)		\$200
Columbarium (cremation)		\$750 2 spaces
Per plot		\$300
Babyland		no charge
Burials		
Burial Monday-Friday, 9-5		\$425
Burial Saturday or holiday 9-1		\$550
Overtime: Each hour over		\$125
Cremation Monday-Friday 9-5		\$150
Cremation Saturday or Holiday 9-1		\$250
Overtime: Each hour over		\$75
Services		
Patio (no charge for veterans)		\$100
Assist in tent set up		\$100
Stone setting approval/staking		\$35
Disinter		2X burial fee
Pet Garden		
Pet garden plot		\$75 cremation only, maximum 2 pets per plot
Pet burial Monday-Friday, 9-5 only		\$150
COFFEYVILLE WIRELESS INTERNET FEES		FEE
Coffeyville Connection - In Town (where available)		
Basic - download speed up to 1 Mbps/upload to 512		\$2.50/day; \$5/week; \$10/month
Standard - download up to 3 Mbps/upload to 1 Mbps		\$25/month
Premium - download up to 5 Mbps/upload to 2 Mbps		\$40/month

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

Coffeyville Wireless Internet - Rural (where available)	
Installation - includes 1 static IP address	\$125
Packages	
Download up to 1.5 Mbps/upload to 512 Kbps	\$39.95
Download up to 2 Mbps/upload to 768 Kbps	\$49.95
Download up to 6 Mbps/upload to 1 Mbps	\$59.95
Download up to 8 Mbps/upload to 3 Mbps	\$79.95
Download up to 10 Mbps/upload to 5 Mbps	\$99.95
Service call	\$35 per hour
Turn off/turn on fee	\$25.00
Late payment	5% of bill
HILLCREST GOLF COURSE FEE	
Green Fees	
Monday - Thursday, 9 holes	\$12
Monday-Thursday, 18 holes	\$17
Friday, Saturday, Sunday, Holidays, 9 holes	\$14
Friday, Saturday, Sunday, Holidays, 18 holes	\$19
Jr. Rate (17 & under) 9 & 18-holes	\$7
10 Play Pass Cards	
9-holes	\$100
18-holes	\$150
Range Ball Pass Cards	
10 large buckets	\$40
Golf Cart Rental - motorized cart	
9-holes	\$8 per person
18-holes	\$12 per person
Pull Cart	
	\$2 per day
Trail Fees for Personal Carts* - motorized cart	
9-holes	\$4
18-holes	\$8
Yearly fee option for pass holders only	\$100
*included in cart shed rental for pass holders only	
Cart Shed Rental	\$250 per year
Annual Green Fees	
Family/Couple - children 18 & under live in same house	\$900
Senior Couple (both husband and wife must be 65 or over)	\$700
Single	\$700
Senior Single (Age 62 and over)	\$600
Student (ages 18-22)	\$240
Junior (ages 17 & under)	\$120
LICENSE - NON-REFUNDABLE FEES FEE	
Contractor	
	\$50 + certificate of insurance
Electric	
Apprentice Electrician	\$35
Electric Contractor	\$50 + certificate of insurance
Journeyman Electrician	\$35
Master/Contractor Electrician (one man operation)	\$50 + certificate of insurance
Master Electrician	\$35
Residential Wireman	\$35
Gasfitter	
Apprentice Gasfitter	\$35
Gasfitter Contractor	\$50 + certificate of insurance
Journeyman Gasfitter	\$35
Master/Contractor Gasfitter (one man operation)	\$50 + certificate of insurance
Master Gasfitter	\$35
Maintenance	
Mechanical	
Apprentice Mechanical	\$35
Mechanical Contractor	\$50 + certificate of insurance
Journeyman Mechanical	\$35
Master/Contractor Mechanical (one man operation)	\$50 + certificate of insurance
Master Mechanical	\$35
Plumbing	
Apprentice Plumber	\$35

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

Journeyman Plumber	\$35
Master Plumber	\$35
Master/Contractor Plumber (one man operation)	\$50 + certificate of insurance
Plumbing Contractor	\$50 + certificate of insurance
Kennel	\$35 + proper zoning & inspection
Livestock in City Limits	\$35 + inspection
Micro Utility Vehicle	\$25 + proof of insurance
Mobile Home Park	\$50 + \$2/site
Pawnbroker	\$25
Precious Metal Dealer	\$25
Residential Landlord Occupation License	\$50 + \$2/each property or unit (\$50 re-inspection fee)
Sidewalk Dining	\$100 + insurance, tax sales report, site plan
Sign Business	\$50 + certificate of insurance
Taxi Cab	\$50 + proof of insurance & vehicle inspection
Trash Truck	\$500 + proof of insurance & vehicle inspection
MISCELLANEOUS	FEE
Animal impound	\$5/day collected by Shelter; nc if picked up within 24 hrs
Building Rental	
Oakcrest	\$35/day plus \$35 deposit
Ron Stevenson Building	\$75/day plus \$75 deposit
Walter Johnson Park Stadium	\$250/day plus \$50 utilities plus \$200 cleaning deposit
Walter Johnson Park barns/arena	\$50/day plus \$200 deposit
Youth Activities Center	\$100/day individual; \$200/day commercial; \$100 deposit
Campground Fees	\$8/day water & electric \$15/day water, electric & sewer
Credit Card Surcharge Fee	1.75% of total transaction
Dog tag	\$4/year (collected by shelter)
Electric Dept escort fee for oversize load	After hours - actual cost
Fire contracts	\$200 residential/\$350 commercial
Fireworks stand	\$150 + daily inspection by FD
Garage sale	\$3/three days
Insufficient Fund Fee	\$30
Open records request	\$0.25 pg + staff time if necessary, not to exceed actual cost
Transient Vendor	\$50/three days
T-Hangar rentals	\$95 & \$100
Vehicle storage	\$25/day storage
NUISANCE ABATEMENT	FEE
Code Enforcement nuisance abatement	actual cost
24-Hour Curbside Abatement	actual cost of cleanup + 51% + \$100
PERMITTING - Remove Section	
Curb Cut	\$25 residential/\$150 commercial
Demolition	\$25
Electric and Plumbing Permits	\$10
Excavation Permit	\$25
Occupancy Certificate	\$5
Sign	\$10
PERMITTING - New Section	FEE
1 & 2 family Homes	
Accessory Structures	\$0.15 Square Feet
New Construction (first \$500 waved) / Addition	\$0.20 Square Feet
Demolition	\$25
Drive ways/curb cuts	
Residential	\$25
Commercial	\$100
Failure to request required inspections	
1st offence	\$50 (Engineering staff may grant a warning)
2nd offence	\$100
3rd offence	\$200 (Ineligible for additional permit for 1 year and/or loss of license)
Fence	\$10
Inspection Fee	
Re-Inspection Fee (due before inspection)	\$50
After hours inspection /w 24 hr notice	\$30 per hr
After hours inspection /wo 24hr notice	\$50 per hr (2hr min)

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

Weekend inspection	\$100 per hr (2hr min)
Multi Family / Commercial	
Accessory Structures	\$0.30 Square Feet
New Construction / Addition	\$.040 Square Feet
Other Permits	
Occupancy Certificate	\$5
Permits other than those covered under building permits	\$15 per inspection
Remodels	
Residential	
Exterior (1 inspection)	\$0.10 per liner ft \$5 per minute
interior remodel	See valuation table
Commercial	
exterior (1 inspection)	\$0.20 per liner ft \$20 per minute
interior remodel	See valuation table
Right of Way Permit	
Excavation Permit	\$25
Roofing	\$25
Setting Fee	
Portable Buildings/ Carports (Sq. Ft.)	
1-200	\$10
201-400	\$25
401-600	\$50
600<	See valuation table
Sidewalk	
Residential	\$25
Commercial	\$100
Sign	\$10
Swimming pool	
Above ground	
Seasonal	\$5
Permanent	See valuation table
In ground	See valuation table
Valuation Table	
Total Valuation	
\$1 - \$500	\$15
\$501 - \$2,000	\$15 for the first \$500 plus \$2 for each additional \$100, or fraction thereof, to and including \$2,000
\$2,001 - \$25,000	\$45 for the first \$2,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000	\$252 for first \$25,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - \$100,000	\$414.50 for first \$50,000 plus \$4.50 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 - \$500,000	\$639.50 for first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 - \$1,000,000	\$2,039.50 for first \$500,000 plus \$3 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,539.50 for the first \$1,000,000 plus \$2 for each additional \$1,000 or fraction thereof
Work started without a permit	
Home owner	
1st offence	double permit fee - Engineering staff may grant a warning
2nd offence	double permit fee + \$50
3rd offence	double permit fee + \$100 - Ineligible for additional homeowner permit for 1 year
4th offence	refer to court
Contractor	
1st offence	double permit fee + \$100 - Engineering staff may grant a warning
2nd offence	double permit fee + \$300
3rd offence	double permit fee + \$500 & ineligible for additional permits for 1 year
4th offense	refer to court
UTILITY DEPOSITS	FEE
Electric	
Residential - all electric	\$100

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

Residential - non all electric	\$60
Residential 3-phase	\$300 minimum
Residential - bad payment history	2 times required deposit
Commercial	1/6 est. annual billing (\$100 min)
Water/Sewer	
Residential	\$60
Residential - bad payment history	2 times required deposit
Commercial	1/6 est. annual billing (\$100 min)
UTILITY FEES FEE	
Electric	
Construction Service	
Cost of installation and removal	\$100 minimum
Oilfield - inc. 1 span and transformer	\$1,000
Additional spans	actual cost
Temporary service	
Cost of installation and removal	\$100 minimum
Service Connection	
Service re-connect - 8 a.m. - 4 p.m.	\$25
Service re-connect - after hours	\$100
Disconnect overhead - 8 a.m. - 4 p.m.	no charge
Disconnect overhead - after hours	\$100
Residential Service Overhead	
Single phase - up to 250'	no charge
Single phase - over 250'	See Line Extension Policy
Services requiring primary extension	See Line Extension Policy
Residential Service Underground	
Single phase - up to 70' incl conduit & wire customer responsible for excess of 70'	no charge
Service requiring primary extension	See Line Extension Policy
Commercial	
Underground cable installed in conduit customer provides trench & wire/conduit	no charge
Electric meter testing - customer request	actual cost; minimum \$75 (no charge if meter tests bad)
Pole attachment fee	\$5 per pole per year
Transfer Fee	
Transfer of service to another location	\$15 per meter
Tampering with meter	\$100
Water/Sewer	
Private fire protection	actual cost
Water tap fee - 3/4 in	\$500
1 inch	actual cost
2 inch	actual cost
4 inch & larger	actual cost
Service Connection	
Service re-connect - 8 a.m. - 4 p.m.	\$25
Service re-connect - after hours	\$100
Sewer tap fee - up to 4 inch	\$450
6 inch	actual cost
Sewer cap and plug - 4 inch	\$450
6 inch & larger	actual cost
Moving or reducing water service line from 1" to 5/8"	\$150
Transfer Fee	
Transfer of service to another location	\$15 per meter
Alley rock repair for water/sewer work	\$150
Asphalt repair for water/sewer work	\$275
Temporary water service from fire hydrant	
Security deposit	\$250
Connection	\$25
Change in location	\$25
Disconnect	\$25
Tampering with meter	\$100
Water meter testing - customer request	actual cost; minimum \$75 (no charge if meter tests bad)
Sewer surcharge	
Suspended solids in excess of 240 mg/L	\$0.0004961 per 1,000 gallons per mg/L
BOD in excess of 250 mg/L	\$0.0004762 per 1,000 gallons per mg/L

CITY OF COFFEYVILLE
FEE SCHEDULE - EFFECTIVE 1/1/2021

Out of district sewer connection charge	\$100
Stormwater	
Residential	\$7
Commercial	\$15
WEED LOTS	FEE
Mowing cost	Cost of mowing + 51% + \$100
ZONING	FEE
Conditional Use	\$125 + cost to obtain property ownership list
Home Occupation	\$125 + cost to obtain property ownership list
Mobile Home Court	\$125 + cost to obtain property ownership list
PUD	\$175 + cost to obtain property ownership list
Rezoning	\$175 + cost to obtain property ownership list
Special Exception	\$125 + cost to obtain property ownership list
Variance	\$125 + cost to obtain property ownership list



**CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM**

MEETING DATE	December 8, 2020	
RESOLUTION OR ORDINANCE NUMBER	n/a	
AGENDA TITLE	Discussion and action to approve 2021 Cereal Malt Beverage license renewals.	
REQUESTING DEPARTMENT	Administration	
PRESENTER	Melissa Carter, City Clerk	
FISCAL INFORMATION	Cost as recommended:	n/a
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	☐ Yes ☒ No
PURPOSE	Approve 2021 CMB licenses	
BACKGROUND	The City has received 17 applications for 2021 cereal malt beverage license renewals for businesses. The Fire Department has inspected each business location and they are all in compliance. Background checks have been completed by KBI. All renewals meet the requirements set out by state statute and are eligible to be licensed for 2021. Therefore, we are requesting approval of the licenses.	
SPECIAL NOTES	Copies of all applications and supporting documentation are on file in the City Clerk's Office.	
ANALYSIS		
PUBLIC INFORMATION PROCESS	All currently licensed businesses were mailed an application for 2021 licenses.	

BOARD OR COMMISSION RECOMMENDATION	n/a
STAFF RECOMMENDATION	Approval of 2021 cereal malt beverage licenses for businesses.
REFERENCE DOCUMENTS ATTACHED	List of 2021 CMB license renewals; Fire Department inspection list.

2021 Cereal Malt Beverage License Renewals

<u>BUSINESS NAME</u>	<u>ADDRESS</u>
AKAS Jump Start	512 Northeast
American Legion Post #20	811 West 12th
Casey's General Store #2950	1311 W. 11
Casey's General Store #1406	104 N. Cline
Country Mart	1000 Hall St
Dollar General	1101 Hall St
Hillcrest Golf Course	R. R. 4
Hong Kong Delight	915 W 11
K&S Oil #1	705 W. 11th
K&S Oil #3	1610 W. 8 th
MKT Investment (FYC Convenience)	1401 W 11th
MKT Investment (Convenience Store)	1308 W 8 th
Montgomery County Fair Assoc	Fairgrounds
Pizza Hut	1612 W. 11th
Supreme Food Services	511 W 11
Wal-Mart	1863 CR 5300
Westside Lanes	2300 Woodland

Memo

To: Melissa Carter
From: Lt. Shon Price
cc: Chief Billy Cockman
Date: 12/2/2020
Re: 2021 CMB Inspections

Coffeyville Fire Department has completed the City of Coffeyville 2020 CMB Licensing inspections for Life Safety and IFC compliance. The following businesses are compliant:

- AKAS Jump Start
- Casey's General Store
- Casey's General Store #1
- Country Mart
- Dollar General
- Hillcrest Golf Course
- Hong Kong Delight
- K & S Oil 8th
- K & S Oil 11th
- MKT Investment 11th
- MKT Investment 8th
- Pizza Hut
- Supreme Food Services
- Wal-Mart
- Westside Lanes

There are three businesses that were on the CMB list originally but are excluded at this time. These businesses and an explanation are as follows:

- J Ross Bar B Que Restaurant: is not renewing their CMB license.
- Lil Charro Mexican Market: is closing at this time.
- American Legion Post #20: Already have a Liquor License and do not need a CMB License.
- Montgomery County Fair Assoc: Operate once a year using City Owned Property and do not utilize interior structures for alcoholic sales or consumption.

If you have any questions or need further assistance, please contact me at sprice@coffeyville.com or 620-252-6148.
Thank you,
Shon Price, Lt.



City of Coffeyville's
Building Permit Report for County
 Month of November, 2020

Project Number	Short ID	Project Description	Permit Issued Date	Address / Legal	Owner Name	Value
HADD - 20 - 228	HADD	replace windows and siding this is for 2006 & 2008 W 8th St.	11/02/2020	2006 W 8th St. ADJ Edgewood Addition Block Lot 2 BEG 125' W SE COR. SW/4 N 24 ' W 100' S 240' E TO POB; LESS R/W; LOT WIDTH 100.00 LOT DEPTH 240'	Haffener Properties & Management Properties	
POOL - 20 - 229	POOL	12 X 24 in ground swimming pool	11/02/2020	310 Centennial Tyler Gardens 6th Add Block 3 Lot 15	Amy Carr	
COML - 20 - 235	COML	re-roof	11/04/2020	405 S Union ORIGINAL Block 18 Lot All Lot Width: 300.0 Lot Depth: 200.0	PATTERSON SQUARE ATTN-DANIEL SHEPHERD OR TRAVIS MAU	
COML - 20 - 236	COML	remodel building, repair roof, frame in office area, bathroom, storage area.	11/12/2020	1705 W 4th St. COMMERCIAL CLUB 3RD ADD Block 1 Lot 3	HAYWARD, SHUNDALE	
HADD - 20 - 241	HADD	26 X 12 carport	11/16/2020	206 N Ohio Ave. Northfield Addition Block 10 Lot 5	Lindesmith, Rick D. & Karen J.	
COML - 20 - 244	COML	remodel upstairs for a residence. install bathrooms X-2 kitchen, fame in 5 rooms living and bedrooms.	11/23/2020	822 S Walnut St. Eldridge Sub Block 62 Lot 5	Kenneth and Joann Hamilton	
COML - 20 - 245	COML	10 X 22 bay door	11/24/2020	901 S Lewark St. WESTMORELAND PARK ADD Block Lot 16	PLMR 1, LLC	
HADD - 20 - 246	HADD	bathroom remodel replace	11/24/2020	810 S Trumbo St.	Boley, Stephanie Ann Kelly,	

		floor joist, sub floor		Moreland Gardens Subdivision Block 1 Lot 1 & 2 S 65' of Lots 1 & 2.	Stephanie Diane	
HADD - 20 - 248	HADD	roof repair	11/30/2020	1205 S Willow St. UPHAMS SOUTH PARK ADD Block 1 Lot S 21' LT 3; N 29' LT 4	BELL, LEWIS V & VICTOR R	

TOTALS:	Total Projects:					9
	Permits Issued:					9