



**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF LAWRENCE  
and**

**EMPLOYEES**

**of the**

**CITY OF LAWRENCE SOLID WASTE DIVISION  
TEAMSTERS UNION, LOCAL NO. 696**



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# **JANUARY 1, 2025 - DECEMBER 31, 2027**

## **ARTICLE 1**

### **RECOGNITION AND EMPLOYEE ORGANIZATION RIGHTS**

#### Section 1. Preamble.

Pursuant to City of Lawrence Resolution No. 7511, this written Memorandum of Understanding has been entered into by the City of Lawrence, Kansas, hereinafter referred to as the "City" and International Brotherhood of Teamsters, Local No. 696, hereinafter referred to as "Teamsters" or "Employee Organization." representing employees employed in Employee Group 4 Solid Waste. As such Resolution No. 7511 is the City of Lawrence authorizing document establishing the exclusive process and parameters for the City and the Teamsters to enter into this Memorandum of Understanding.

#### Section 2. Employee Organization Unit.

A representation election held pursuant to the procedures under Resolution No. 7511, the results of which were certified by the City Clerk on August 27, 2020, certified the Teamsters was the agent for the Solid Waste Employee Group identified in Resolution No. 7511. That unit consists of employees in Group 4 Solid Waste holding full-time regular positions as MSO Maintenance Technician Solid Waste, Solid Waste Loader and Solid Waste Operator. Excluded from the Employee Organization unit are part-time regular and temporary and seasonal employees.

The City shall notify the Employee Organization at least thirty (30) days prior to creating a new Employee Organization unit position or changing the minimum qualifications or job duties and responsibilities of an existing position. The City shall include in the notification the proposed new or changed position qualifications job duties and responsibilities and the temporary wage rate which shall be applied until a new wage rate is set as provided herein. The City and the Employee Organization shall discuss the wage rate for newly created positions or changed position responsibilities. If the parties cannot agree on a wage rate, the issue shall be resolved through the grievance procedure for contract interpretation matters provided herein at Article 5, Subsection B.

#### Section 3. List of Employee Organization Officers.

Beginning on or before December 31<sup>st</sup> of each year, the Teamsters will submit a list of the Employee Organization stewards to the Director of Human Resources and to the MSO Director, and to the Solid Waste Manager.

#### Section 4. Check-off.

Each pay period the City agrees to deduct from an employee's pay Teamsters dues in the amount authorized by the employee. The authorization form will clearly state that participation in the Employee Organization is voluntary. The authorization form will be signed and dated by the employee who wishes to use the payroll deduction system. The form is to be submitted to the Human Resources Division for processing. The deduction will continue each pay period at the same amount until the employee submits another signed authorization form either to change the amount to be deducted or to discontinue the deduction. Any authorized deductions, changes to deduction or discontinuance of deduction shall become effective the pay period following the receipt of the signed authorization form by Human Resources. The City shall remit the total amount of the deductions each pay period to the Teamsters treasurer, along with a line by line deduction register of the year to date totals, and the amount collected from the current pay period. All payroll deductions will comply with all applicable Federal, State and local laws and regulations.

All withholding and benefit deductions shall be made before the Teamsters check-off is taken from the employee's wages. In the event no wages are left in any pay period to meet the Teamsters check-off, the City is not obligated to process the deduction. Neither is it responsible for keeping track of or retroactively deducting check-offs when the employee's pay becomes sufficient to cover them. No Teamsters check-off shall be made if an employee is on unpaid leave.

#### Section 5. Bulletin Boards.

The official bulletin boards provided for posting notices to employees in the Division may be made available to appropriate Employee Organization Stewards for the purpose of posting notices of Employee Organization meetings, results of elections, and Employee Organization activities. Such notices shall be dated and on Teamsters stationery. Copies of all posted notices shall be provided to Solid Waste Manager.

#### Section 6. Employee Organization Leave.

A. Up to five (5) members of the Employee Organization unit shall be allowed to attend Union functions, such as but not limited to: Steward school, labor conventions, or organizational drives; provided that staffing levels are not unreasonably and unduly affected as determined by Management. Any such time off shall be without pay.

B. A pool of forty-eight (48) hours with pay will be provided each contract year for Employee Organization unit members to attend State and/or National Teamsters meetings. It is

agreed that time off for State and/or National Teamsters meetings shall be paid as straight time and will not be considered hours worked for the computation of overtime subject to the following conditions:

1. Requests are to be in writing;
2. Requests are to be submitted at least 45 days prior to the meeting;
3. Adequate staffing is available; and,
4. Attendance shall not be considered hours worked for purposes of overtime calculation.

C. Time spent in labor/management meetings called by management and time spent in grievance meetings with management will be considered regular hours worked for purposes of overtime.

D. Non-employee representatives of the Employee Organization needing to access the non-public areas of the Employer's premises shall get approval for such access from the Solid Waste Manager.

#### Section 7. Non-Discrimination and Coercion.

The Employer agrees not to interfere with the right of employees to become members of the Employee Organization. The City shall not discriminate, restrain or coerce any employee within the Solid Waste Employee Group because of lawful Employee Organization membership or non-membership or because of the exercise of their rights under this Memorandum or under Resolution No. 7511.

There shall be no coercion by the Employee Organization or Employee Organization representatives exercised upon any employee in an attempt to persuade them to join the Employee Organization. Likewise, there shall be no discrimination, interference, threats or restraint exercised upon any non-union employee. The Employee Organization recognizes its responsibility as bargaining agent and agrees to represent all employees within the Employee Organization without discrimination, interference, restraint, or coercion, whether or not they belong to the Employee Organization. Non-member employees of the employee group shall be permitted to vote with equal weight as those votes cast by Employee Organization members on the first contract ratification.

## ARTICLE 2

### GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS

#### Section 1. Work Rules.

Management has the right to establish reasonable work rules. Existing work rules and regulations pertaining to the performance of work and the conduct of employees shall be available in the Solid Waste Division for review by employees or on the Employer's internet or intranet sites. One copy of the rules and regulations shall be made available to the Employee Organization upon request. When existing work rules are changed or new rules established, they shall be posted prominently on the Solid Waste Division bulletin board and the Employer's internet or intranet for a period of seven (7) consecutive calendar days before implementation. During an emergency as declared by the Solid Waste Manager or their designee, existing work rules may be temporarily suspended or amended without compliance with the seven (7) day posting period.

#### Section 2. Policies, Rules, and Regulations not Contained in this MOU.

The parties agree that all City policies, administrative rules and regulations, now in force or hereafter enacted in accordance with the Employee Handbook, City Administrative Policy Manual, City Department, or Division Policies or Procedures and not in conflict with any provision of this MOU, shall apply to all employees covered by this MOU. The City will provide written notice of proposed new or proposed amendments to policies, and rules or regulations, or material changes to existing policies, and rules or regulations by posting such changes on the Solid Waste Division bulletin board or the Employer internet or intranet for a period of seven (7) consecutive calendar days before implementation. During an emergency as declared by the City Manager, Director of Human Resources or Solid Waste Manager or designee, these existing City policies may be temporarily suspended or amended without compliance with the seven (7) day posting period.

#### Section 3. Performance Assessments.

The procedure for issuance and appeal of evaluations shall be as provided in the City Performance Appraisal Handbook. Employee Organization employees, upon request by the employee, may have an Employee Organization representative attend any appeal hearing or meeting relating performance evaluations. All employees shall be given copies of their annual performance evaluations when such evaluations have been finalized and signed. In the event that an evaluation is revised due to any employee exhausting their appeal rights, the revised evaluation

shall be delivered to the employee.

Section 4. Distribution of the Memorandum of Understanding.

One hard copy of the MOU will be posted on the bulletin board in Solid Waste. Electronic copies of the MOU will be posted on the City intranet.

Section 5. Employee Organization/Management Meetings.

Upon mutual agreement of the parties, meetings shall be held for the purpose of considering matters of mutual interest other than grievances, provided that mutually acceptable arrangements as to time and place can be made.

Section 6. Driver's License/Insurability Requirements.

A. All Employee Organization members who are required to obtain or maintain a valid Commercial Driver's License (CDL) will be provided up to two (2) hours of on-duty time to take the initial CDL test or to renew an existing license.

B. The Employer agrees to reimburse employees for the cost of required endorsements, as determined by Management pursuant to State requirements for a CDL. The City shall reimburse employees for the first attempt to acquire or renew their CDLs, but all fees associated with subsequent attempts will be the responsibility of the employee.

Section 7. Mileage Reimbursement.

Mileage reimbursement shall follow the City Business Travel Policies and Procedures. Travel for City business using a personal vehicle will be reimbursed at the mileage reimbursement rates issued by the Internal Revenue Service (IRS) in effect at the time the request for reimbursement is made and should use the most direct route.

### **ARTICLE 3**

#### **DEFINITIONS**

The following terms, when used in this MOU, shall have the meaning ascribed to them unless the context clearly indicates otherwise:

A. Full-time Regular Employee is an employee who is scheduled and works 40 hours per week on a regular and continuing basis.

B. Part-time Regular Employee is an employee who is scheduled and works less than 40 hours per week on a regular and continuing basis.

C. Temporary/Seasonal Employees are on the City's payroll and working on a specific assignment with the understanding that their employment will end when the assignment is

completed. Temporary/seasonal employees may be scheduled to work full-time or part-time as needed and classified as exempt or nonexempt. A temporary employee may be offered and accept a subsequent temporary assignment with the City and retain temporary status. Temporary/seasonal employees are not eligible for City-sponsored benefits.

D. Overtime shall mean actual work performed and approved by the Management in excess of 40 hours per week in pay status.

E. Initial Introductory Period shall apply to all newly hired employees and shall constitute a period of time not less than six (6) months, unless extended as provided for herein.

F. Introductory Period shall apply to all newly promoted, transferred and/or voluntarily demoted employees and shall constitute a period of time not less than six (6) months, unless extended.

G. Emergency is defined as an unexpected occurrence requiring immediate action or attention such as a local disaster, a weather event, snow emergency, or other public disaster that may cause the need for the performance of work by Employee Organization members.

H. Weather Event is a weather occurrence such as snow, sleet, strong damaging winds, tornado, flooding, etc.

I. Solid Waste Manager refers to the MSO Division Manager – Solid Waste.

## ARTICLE 4

### MANAGEMENT RIGHTS

It is understood and agreed that the employer possesses the sole right to operate the operations of City and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this MOU. Except where limited by express provisions elsewhere in this MOU, nothing in this MOU shall be construed to restrict, limit, or impair the rights, powers, and authority of the Employer as granted to it by City Resolution No. 7511. The rights, powers, and authority include, but are not limited to, the following:

- a. Direct the work of its employees.
- b. Hire, promote, transfer, assign and retain employees.
- c. Reprimand, suspend and/or discharge employees for proper cause.
- d. Maintain the efficiency of governmental operations.
- e. Relieve employees from duty for lack of funds or lack of work.

- f. Determine the methods, means, materials, assignments and personnel by which City operations are to be conducted.
- g. Take any actions necessary to carry out the mission of the City.
- h. Initiate, prepare, certify and administer its budget, and,
- i. Exercise all powers and duties granted to the City by law.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

It is the City's policy to deal directly and honestly with all employees. The City believes the interests of both the City of Lawrence and its employees are best served by maintaining communication between the individual employee and employer. Employees are encouraged to ask questions and discuss concerns with their immediate supervisor. In the event of any complaint or grievance arising under the terms and provisions of this Memorandum or of any differences as to the interpretation or application of this Memorandum, such complaint or grievance shall be processed through the grievance procedure which shall be the sole and exclusive remedy for claimed violations of this Memorandum.

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Grievances fall in to two classes which have separate procedures. The first class of grievances include grievances which affect an individual employee and all grievances involving discipline. The second class of grievances are those grievances which relate to interpretation and application of this Memorandum involving multiple bargaining units, Employee Organization employees which do not relate to a single employee and which do not involve discipline.

#### **A. Single Employee and Discipline Grievances.**

The following grievance procedure within this subsection A. shall apply to all grievances which relate to a single employee and/or which relate to discipline. The aggrieved employee is the party who has the right to bring grievances pursuant to the procedures within this subsection A. Most incidents resolve themselves; however, should a situation persist that an employee believes is detrimental to the employee or to the City, the City has established the following steps for full-time regular and part-time regular employees who have completed their initial introductory

period with the City to bring complaint(s) to the City's attention. The procedure will not prevent, limit, or delay the City from taking disciplinary action against any individual, up to and including termination, in circumstances where the City deems disciplinary action appropriate.

### **Grievance Steps**

**Step One:** The aggrieved employee shall, within fourteen (14) calendar days of the date of the event or within fourteen (14) calendar days of the date a person could reasonably be expected to have knowledge of the event, first orally present the complaint to the immediate supervisor. The supervisor shall orally provide an answer to the aggrieved employee within five (5) calendar days. A sincere attempt shall be made by each supervisor to resolve any grievance. Supervisor shall forward, in writing, the result of Step One to the Department Director and subsequently to the Human Resources division.

**Step Two:** If, after conferring with the immediate supervisor, the aggrieved employee feels that the oral presentation failed to settle the grievance, the complaint may be submitted in writing on a form provided by the Human Resources division to the concerned Department Director. This shall be done within seven (7) calendar days from the date of the response from the supervisor. Upon receipt of the written complaint, the Department Director or representative shall sign, date, and document the time received. The concerned Department Director shall meet with the employee and provide the aggrieved employee with a written reply within seven (7) calendar days from the date of receipt of the written complaint. Upon receipt of the written complaint, the aggrieved employee shall sign, date, and document the time received.

**Step Three:** If, after reviewing the Department Director's decision, the aggrieved employee is not satisfied with the written reply to the grievance, an appeal may be made to the Grievance Review Board. This may be done by filing a written appeal with the Human Resources Manager within seven (7) calendar days from the date of the concerned Department Director's written reply. The Grievance Review Board shall consist of the following five persons:

1. A Department Director, other than the concerned Department Director, from the rotating list maintained by the Human Resources division.
2. One supervisory employee, neither from the concerned department nor from the selected Department Director's department, to be chosen randomly from the City payroll records.
3. One non-supervisory employee, neither from the concerned department nor from

the selected Department Director's department, to be randomly chosen from the City payroll records.

4. One non-supervisory employee from the division involved. This person shall be selected in the following manner: The Human Resources Manager or designee shall randomly select five (5) names from the division payroll records. At the aggrieved employee's request, this employee may be selected from a list of current Employee Organization members. In the event there are an insufficient number of employees in the division to carry out this process, names shall be randomly selected from the department payroll records. The grieving employee shall first cross out one name; then the Department Director shall cross off one name. The process will continue until one name remains. The person whose name remains shall be the fourth member of the Grievance Review Board.
5. One member of the Employee Relations Council (ERC) to be chosen randomly from the membership of the ERC. This person cannot be from the same department as the aggrieved employee or the Department Director.

The aggrieved employee and the Department Director may be present during the random selections of members. The Human Resources Manager or designee shall conduct the proceedings, implement the procedures for hearing the grievance, maintain order during the proceedings, and serve as Secretary.

Unless mutually agreed upon by the Department Director and employee, the Grievance Review Board shall convene within fourteen (14) calendar days from the Human Resource Manager's receipt of the written appeal. After consideration of said appeal, the Human Resource Manager shall give, not less than one (1) working days' notice, in writing, to all involved parties of the time and place of the next meeting. The Human Resources Manager or designee shall schedule the appeal to start as early in the day as possible, considering the work schedules of the individuals involved with the grievance.

The procedure for conducting the appeal before the Grievance Review Board will be as follows:

- Brief Statement of Subject Grievance
- Presentation of issue, grievance, witnesses, background material by the aggrieved employee.

- Questions by the Department Director regarding the aggrieved employee's presentation.
- Presentation of issue(s), witnesses, background materials, disciplinary action, if applicable, by the Department Director.
- Questions by the aggrieved employee regarding the department's presentation.
- All questions, other than from the aggrieved employee, Department Director, and Human Resources Manager/designee, shall be submitted to the Grievance Review Board for consideration.
- Closing statements.
  - The Grievance Review Board shall submit in writing its findings to the employee and the concerned Department Director within seven (7) calendar days after the hearing.

**Step Four:** If, after reviewing the Grievance Review Board's decision, the aggrieved employee and/or the concerned Department Director is not satisfied with the Board's written reply to the grievance, the employee and/or the concerned Department Director may appeal the decision to the City Manager by filing a written appeal with the Human Resources Manager within seven (7) calendar days from the date the Grievance Review Board presents its findings. No written appeal shall be considered by the City Manager until the Grievance Review Board has made its findings. The City Manager shall confer with the aggrieved employee and the concerned Department Director within seven (7) calendar days of filing written appeal and shall not give less than one (1) working day's notice of the time and place of the next hearing. A decision on the appeal shall be rendered within seven (7) calendar days after the close of the appeal hearing and such findings shall be final and subject to no further appeal.

**Step Five:** For all grievances appealed to the City Manager, the City Manager shall submit copies of all grievance forms, supporting data, and findings to the City Commission. The City Commission may review the grievance to determine whether the issue involved is one of policy, i.e. the propriety of the rule involved, and may if finding so, alter the policy of the City. The Commission may order any alteration in policy to be retroactive to the case grieved. In no case, shall the City Commission hold a hearing involving the parties at grievance.

**EMPLOYEE ORGANIZATION REPRESENTATIVE OR PEER AND STAFF MEMBER PRESENT:** Employees making use of the Grievance Procedure shall be permitted to

have a City employee, of the grievant's choosing, or an Employee Organization representative present during the grievance proceedings. The Department Director may also have a staff member present. The role of the peer or Employee Organization representative and the staff member is to provide assistance to the employee or Department Director. They are not active participants in the procedure unless called as a witness. Since the grievance proceedings are administrative in nature and not judicial, the presence of an attorney to represent or counsel a grieving party or the City is prohibited.

**WITNESSES:** Witnesses may be called by either party for the purpose of verifying the facts of a grievance. Witnesses shall have already been contacted and given their consent to be called to the Grievance Review.

**TIMELINES:** Time schedules are to be strictly followed, however, they are subject to change due to unforeseen circumstances. Extension may be mutually agreed upon by the parties in writing.

All paperwork pertaining to specific grievances, including notes from members of the Grievance Review Board shall be given to the Human Resources Manager or designee to be placed in grievance files maintained separately from the employee's personnel file. The City will not tolerate any form of retaliation against employees availing themselves of or taking part in this procedure.

**B. Contract Interpretation Grievances Affecting Multiple Employees.**

The following grievance procedure within this subsection B. shall apply to all grievances which are classified as falling within the second class of grievances which relate to interpretation and application of this Memorandum involving multiple Employee Organization employees which do not relate to a single employee and which do not involve discipline. The Employee Organization is the party who has the right to bring grievances pursuant to the procedures within this subsection B.

**Step One:** Within fourteen (14) calendar days of the date of the event or within fourteen (14) calendar days of the date a person could reasonably be expected to have knowledge of the event, the Employee Organization shall submit in writing to the Department Director a written grievance which shall include the following information:

- a) Describes with specificity the conduct of the Employer which forms the basis of the grievance including a description of the action(s) or inaction challenged;

- b) The specific provisions of the MOU that have allegedly been violated;
- b) The names of the Employee Organization employees who the Employee Organization asserts have been harmed by the Employer's challenged action(s) or inaction;
- c) The requested relief sought by the grievance.

Within seven (7) calendar days of receipt of the written grievance, the Department Director, the Solid Waste Manager and a representative of the Employee Organization shall meet to discuss and attempt to resolve the grievance. The Department Director shall provide the Employee Organization a written reply within (7) calendar days of their meeting on the grievance. If after reviewing the Department Director's written reply the Employee Organization is satisfied with the written reply, the matter shall be deemed resolved. If said decision requires a modification or clarification to the MOU, the parties shall follow the procedures in Article 23, Section 2 of the MOU to so modify or clarify the MOU.

**Step Two:** If, after reviewing the Department Director's written reply to the grievance, the Employee Organization is not satisfied, the Employee Organization shall submit the written grievance to the City Manager within seven (7) calendar days of receiving written reply. Within seven (7) calendar days of receipt of written grievance, the City Manager and a representative of the Employee Organization shall meet to discuss to try and resolve the grievance. The City Manager shall provide the Employee Organization the City Manager's determination on the grievance within seven (7) calendar days of their meeting on the grievance unless the City Manager notifies the Employee Organization that additional time is needed for the City Manager's further gathering of information relevant to the grievance is necessary. This additional time shall not exceed 30 days. The City Manager shall determine whether the grievant has demonstrated a violation of this Memorandum and if so, what the appropriate remedy is for such violation. The written determination of the City Manager shall be final and binding on the parties. If after receipt of the City Manager's determination the parties agree that a modification or clarification to the MOU is appropriate, the parties shall follow the procedures in Article 23, Section 2 of the MOU to so modify or clarify the MOU.

**Step Three:** If the Employee Organization is not satisfied with the decision of the City Manager, it may request that the matter be heard by a fact finder by making such request to the City Manager within seven (7) calendar days from the date the Employee Organization received

the City Manager's Step Two decision. Upon receipt of the Employee Organization's request, the City and Employee Organization representatives shall obtain a list of seven (7) fact finders from the Kansas Public Employee Relations Board. The parties' representatives shall thereafter strike names from the seven (7) person list until one name remains and that remaining individual shall serve as the fact finder. The fact finder shall conduct a hearing where both parties are permitted to submit evidence supporting their respective positions. The Employee Group and the City shall equally share the cost of the fact finder. The fact finder shall submit findings of fact and a written advisory decision to the City Manager within seven (7) days of the hearing, or as soon thereafter as possible. Within seven (7) days of receipt of the advisory decision, the City Manager shall review the decision and issue a final written decision, a copy of which shall be provided to the Employee Organization. If, after receipt of the City Manager's determination, the parties agree that a modification or clarification to the MOU is appropriate, the parties shall follow the Memorandum Procedures outlined in this MOU to so modify or clarify the MOU through a letter of understanding. If the Employee Organization is not satisfied with the final written decision, it may request that such decision be submitted in a confidential report to the City Commission. Upon review, the Commission may order any alteration in policy to be retroactive to the case grieved. In no case shall the City Commission hold a hearing involving the grievance.

## **ARTICLE 6**

### **DISCIPLINE**

#### Section 1. Policy.

The City reserves the right to, with proper cause, discharge, suspend or otherwise discipline employees for violations of the City employee handbook and/or departmental rules and regulations. All disciplinary actions shall be subject to the provisions of the grievance procedure contained in this MOU.

All discipline shall be documented, signed by the issuing supervisor, signed by the disciplined employee and placed in the employee's personnel file. In the event an employee refuses to acknowledge receipt of a copy of any action, it shall be noted by the Supervisor and any witness. A copy of such disciplinary action shall be provided to the disciplined employee.

Employees may request the presence of an Employee Organization representative or another city employee at all disciplinary proceedings.

Section 2. Notification of Disciplinary Action.

Prior to any meeting at which disciplinary action will be delivered to an employee, such employee shall be informed in writing of their right to an Employee Organization representation if they so choose. It is the responsibility of the employee to request and arrange for an Employee Organization representation. No disciplinary action shall be invalidated due to lack of an Employee Organization representation at a meeting convened solely for the purpose of delivering notice of disciplinary action.

**ARTICLE 7**  
**HOURS OF WORK**

Section 1. Work Week.

The pay week shall be Sunday through Saturday. The pay week shall start at 12:01 Sunday.

Section 2. Work Schedules Posted.

Work schedules showing the employee's shift, work days, and when crews leave for their routes, shall be posted on the Solid Waste bulletin board. Routes shall be assigned based on department policy, and that policy will include a bidding process. Any changes to the policy will be made pursuant to the process contained in Article 2, Section 2.

Section 3. Requesting Time Off.

- A. Time off request (vacation, wellness, personal, and comp time) is to be scheduled at least three (3) days in advance of the anticipated absence.
- B. Eligible employees can schedule time off up to one year out of the current calendar day. Eligibility includes that an employee:
  - 1. Be past the first 6 months of hire date unless using an accrued personal day.
  - 2. Fill out the request on the timekeeping system.
  - 3. Have and maintain the accrued time banked for the time off that they are requesting.
  - 4. Management determines that the time off request can be granted based upon available staffing. In the event that management determines that all time off request(s) for any given shift cannot be granted due to insufficient staffing, priority shall be given to time off requests on the basis of seniority, provided that seniority cannot be used to revoke a previously granted time

off request.

5. All time off requests in the time keeping system for the next twelve months will be reviewed on the following schedule.
  - a. Anything in the system on Tuesday will be reviewed by supervision on Wednesday, and time keeping system updated.
  - b. Anything in the system on Sunday will be reviewed by supervision on Monday and time keeping system updated.
  - c. In the event that one of the review dates falls on a holiday, the review day will be the next business day.

C. It is the employee's responsibility to confirm if their requested time off is approved, pending or denied.

#### Section 4. Rest Periods.

All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half shift and as needed, a quick one, brief break to use restroom or eat snack/lunch while on route or assignment.

#### Section 5. Clean-up Time.

Employees shall be granted fifteen (15) minutes for personal clean-up prior to the end of each work shift.

#### Section 6. Minimum Assigned Work Hours.

Any employee who is scheduled for work and is present for work as scheduled shall be assigned to at least two (2) hours of work, unless the Employer notifies the employee that they are relieved from work for the previously scheduled shift at least twelve (12) hours before the commencement of the scheduled shift.

#### Section 7. Saturday Work.

All Employees shall be scheduled for Saturday work by rotation. In the event an Employee assigned to work a Saturday requests to be excused from work on their assigned Saturday, then employees on the Saturday volunteer list may be called to work the shift. Employees shall be allowed to sign up on the Saturday volunteer list by January 1<sup>st</sup> each year. The Saturday volunteer list shall be ranked by seniority order. Employees may request to be removed from the Saturday volunteer list at any time. Employees may request to be added to the Saturday volunteer list at any

time, however, when added they shall be placed at the bottom of the list. Employees on the Saturday volunteer list who either work the offered shift or who decline the shift shall rotate to the bottom of the list. If no one on the Saturday volunteer list accepts the shift, then the originally assigned employee is required to work the shift.

## **ARTICLE 8**

### **OVERTIME**

#### Section 1. Policy and Practice.

A. Definition. Overtime is defined as all hours worked in excess of forty (40) hours in a work week. An employee who works hours outside of their regularly scheduled shift is only entitled to pay at the overtime rate of compensation when such hours combined with the other hours worked in a workweek result in the employee working hours in excess of forty (40). Overtime work must be approved by the Solid Waste Manager.

B. Rate of Pay. Compensation for overtime hours worked in excess of forty (40) hours in a work week shall be at the rate of pay required by the Fair Labor Standards Act.

C. Eligible Employees. For the purposes of this Article, only those employees in a non-leave pay status are eligible for overtime work and need to be called, provided, however, that an employee on approved vacation leave may ask to be retained on a particular overtime list for emergencies only.

D. Adjustment of Work Schedule. An employee's work schedule may be adjusted during a workweek or work period to avoid overtime.

#### Section 2. Distribution of Additional Work.

The following provisions apply to the assignment of work outside of an employee's regularly assigned hours of work. This work is referred to as additional work as such work could result in overtime compensation to the employee should the employee work their full work week as such extra work should result in the employee working hours in excess of forty (40) in a workweek. If such additional work does not result in the employee working hours in excess of forty (40), then such hours are compensated at the straight time rate of pay.

A. Additional Work Lists. The employer shall maintain separate lists for additional work for each job classification: one (1) for volunteer additional work; and, one (1) for forced additional work. Employees shall be allowed to sign up on the voluntary additional work list by

January 1<sup>st</sup> every year. The voluntary additional work lists will be arranged in seniority order. Employees may request to be removed from the voluntary additional work lists at any time. Employees may request to be added to the voluntary additional lists at any time, however, when added, they shall be placed at the bottom of the list. The forced additional work lists shall be reset on January 1st every year and shall be ranked in order of inverse seniority.

B. Voluntary Additional Work. Additional work will be offered to qualified employees on the volunteer additional work lists within the appropriate classification and department by rotational seniority. Anytime the contacted employee is available and accepts an additional work assignment the employee's name is placed at the bottom of the list. Anytime an employee is contacted and declines an additional work assignment, the employee's name is placed on the bottom of the list. Once an employee has accepted the additional work assignment and fails to report for work, the employee may be removed from the voluntary additional work lists for the remainder of that particular period. If the employee fails to notify the Employer of their inability to work the previously accepted additional work shift prior to the commencement of such shift, the employee may also be disciplined.

C. Forced Additional Work. If all volunteers refuse the additional work, or management has less than forty-eight (48) hours' notice of the need for the additional work, management shall have the right to assign additional work to the next employee on the forced additional work list or shall have the right to assign the additional work to any qualified employee volunteering for the work, among the qualified employees available. Once an employee on the forced additional work list has worked forced additional work, that employee shall be placed at the bottom of the list.

D. Holdover. Employees may be required to work extended hours to complete an assignment, to respond to an emergency or for operational, service or delivery needs without regard to the normal seniority list.

### Section 3. Call-Back Time.

A. When an employee is called-back to respond to a work situation after having completed their regularly scheduled work day and is called back on the same calendar day, the minimum payment of two hours at a rate of one-and-one-half (1.5) times the regular rate of pay shall be paid. After two hours of work, additional time shall be added by tenths of an hour and paid at one-and-one-half (1.5) times the regular rate of pay.

B. If a call-back is completed within the two hour time period and another call-back is received and completed within the same two hour time period, only two hours overtime will be paid to the employee.

Section 4. Compensatory Leave.

Employees may request to take compensatory leave in lieu of paid overtime. Employees may earn compensatory leave in lieu of monetary payment for overtime hours at a rate of one-and-one-half (1.5) times the number of hours worked in excess of forty (40) hours in a week. An employee may accumulate up to a maximum of twenty-four (24) hours of compensatory time.

The use of accrued compensatory time off must be approved by the immediate supervisor. The employee is responsible for tracking compensatory time in the timekeeping software.

If the City of Lawrence provides compensation to an employee for accrued compensatory time off, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment. Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time at the appropriate rate in accordance with the FLSA. Payments for accrued compensatory time may be made at any time.

## **ARTICLE 9**

### **SENIORITY**

Section 1. Definition.

Seniority shall be defined as the total length of uninterrupted service accumulated by an employee in each of the following categories:

A. City Seniority - The total length of uninterrupted service following initial date of hire with the City.

B. Division Seniority - The total length of uninterrupted service following the date of assignment to the specific division where the employee is currently employed.

C. Classification Seniority - The total length of uninterrupted service following the date of assignment to a specific job classification within a specific division of the City.

Employees shall accrue seniority for time spent on involuntary Military Leave or leave as a result of an on-the-job injury or as provided elsewhere in this MOU.

Seniority shall be measured by continuous full-time service as an employee from the date of last hire, unbroken by other than vacation, military leave or other authorized leaves of absence.

For the purposes of calculating seniority for this article, “uninterrupted service” shall mean continuous employment with the City of Lawrence with a break of not more than ninety (90) consecutive days. Employees who have a break in service for less than ninety (90) consecutive days shall have their previous service with the City added to their new service, but shall not receive credit for any time spent not working for the City. Employees who have a break in service for more than ninety (90) consecutive days shall have their start date recalculated to the date of re-hire and shall not receive credit for previous time working for the City.

Section 2. Seniority List.

The Solid Waste Manager shall maintain an up-to-date seniority list of all employees containing the name of each employee and date of hire.

Every six (6) months the City shall update and post the seniority lists on the official bulletin boards and submit a copy to the Employee Organization. The City and the Employee Organization shall be allowed thirty (30) days to notify one another of any errors they find in the seniority lists as posted.

## **ARTICLE 10**

### **INTRODUCTORY PERIOD EMPLOYEES**

Section 1. Definition.

Introductory Period shall mean the period of time that supervisors assess the work of an individual in order to determine the ability of the individual to perform the required responsibilities of the assigned position and continue employment in the assigned position.

Section 2. Initial Introductory Period.

Each employee, following initial hire, shall be subject to a minimum initial introductory period of six (6) months. This initial introductory period may be extended, for proper cause, by the Employer for up to an additional six (6) months, as provided for herein. The Employer agrees to notify employees in writing of decisions to extend initial introductory periods.

Any interruption of employment (leave, sickness, etc.) in excess of five (5) work days during the initial introductory period shall not be counted as part of the initial introductory period. The Employer shall be the exclusive judge of an initial introductory employee's qualifications and ability and shall be the exclusive judge in deciding whether to continue such an employee's employment. Management, in the interests of the efficient operation of the Division or to increase

an employee's chance of succeeding at this new position, may increase the initial introductory period up to an additional six (6) months. Initial introductory period employees may be terminated with or without proper cause and shall have no recourse for such termination through the grievance procedure within this MOU.

Section 3. Interim Introductory Period.

All employees within the Employee Organization who transfer to a new job classification shall be on an introductory period basis for six (6) months; provided, however, in the interests of the efficient operation of the Division or to increase an employee's chance of succeeding at this new position, Management may extend the introductory period.

## **ARTICLE 11**

### **PROMOTIONS - DEMOTIONS**

Section 1. Definitions.

A. Vacancies: For the purposes of this Article, a vacancy is created when the City/division determines that it will fill a position.

B. Promotion: For the purposes of this Article, a promotion is the advancement of an employee to a higher classification level within the Solid Waste Division, excluding temporary assignments.

C. Demotion: The movement or reduction of an employee to a lower classification.

Section 2. Posting of Vacancies for Promotions.

All vacancies for promotional positions to be filled on a non-temporary basis shall be posted on the City's job opportunity website for a period of five (5) working days prior to filling the vacancy. The posting notice will contain the job title/description, and job qualifications. The Solid Waste Manger or designee may elect to conduct an external recruitment for position vacancies concurrently with the internal posting. Vacancy announcements shall not be required where the Employer allows a transfer or demotion to avoid a layoff or a disability accommodation situation.

Section 3. Selection process for internal candidates.

Qualifications will be used in determining those employees who will be selected to fill a promotional vacancy. Determinations as to the qualifications shall be determined by Management. The selection of internal candidates may be based on the following:

1. Employee possesses the physical and other qualifications to perform the essential position responsibilities with or without reasonable accommodations.

2. Employee does not have written level or above discipline and has not been placed on a performance improvement plan within the past 18 months.

3. Employee performance exceeds expectations or clearly exceeds expectations as measured by the Employee's two most recent performance appraisals in the employee's current position assignment; demonstrates ability to maintain harmonious relations with coworkers and supervisors; and observes City policies, rules and regulations.

The vacancy will be filled by the most qualified employee.

#### Section 4. Demotion.

An employee may be demoted to a lower classification, when available, by Management if in the exclusive judgment of Management the employee is unsuccessful in completing the interim introductory period or if the employee is unsuccessful in the performance of the assigned job duties and responsibilities.

#### Section 5. Career Advancement Program

Employees are eligible to move between classifications in the Career Advancement Program (CAP) upon meeting qualifications set out in the CAP Policy.

## **ARTICLE 12**

### **LAYOFF PROCEDURE**

#### Section 1. Layoff Determination.

Layoffs shall be defined as a reduction of staff or the elimination of any position to ensure the efficient and economical operation of the City, as determined by the City. The determination that layoffs are required rests exclusively with the Employer.

In the event a reduction in force is deemed necessary, employees shall be laid off as follows:

1. The Director of Municipal Services & Operations shall designate by job classification and assignment where the layoff(s) will occur.

2. The laying off of benefit-eligible, full-time employees will occur by job

classification and assignment in the inverse order of their seniority.

3. Prior notice of an upcoming layoff will be provided as outlined in the Employee Handbook.

Section 2. Recall.

Employees shall be recalled from layoff by their former job classification and assignment according to their seniority. Recalled employees must demonstrate their ability to perform with or without reasonable accommodation all of the job duties and requirements of the position to which they are recalled within ten (10) working days.

The City shall retain a list of employees who have been laid off. Those who have remained on a layoff status for more than twelve (12) months shall be stricken from the list and no longer subject to recall. Employees on the recall list may also notify the Employer of their desire to be removed from the recall list.

Section 3. Layoff Options.

The Director of Municipal Services & Operations or designee may recommend alternative cutback areas (to any anticipated layoff of employees) to the City Manager. Nothing in this MOU shall prohibit the City Manager from entering into an arrangement with the Employee Organization to minimize the effect of general layoffs which may include, but is not limited to the following:

- A. Reducing the total number of working hours of employees,
- B. Reducing the level of payment to current classifications, or
- C. Implementing a rotational furlough system.

## **ARTICLE 13**

### **SICK LEAVE**

Section 1. Accumulation.

Full-time, regular employees will accrue sick leave on a per pay period basis at the rate of 96 hours per year. Sick leave may be accumulated to a maximum of one thousand forty (1,040) hours. Sick leave will not accumulate during a leave of absence without pay of more than two weeks.

Section 2. Requests.

A. An employee shall only be allowed to utilize sick leave when the employee is unable to report to work due to personal illness, bodily injury or disease, exposure to contagious

disease and appointments with qualified health care providers or dentists for the employee's care and treatment. Requests for use of sick leave shall be made to the employee's supervisor in accordance with established procedures. The requests may be subject to reasonable audit, confirmation, and medical certification before or after approval.

Sick leave shall be available as it is accrued, including during the initial introductory period, but shall not be allowed in advance of accrual.

B. Non-emergency use of sick leave for pre-arranged doctor or dentist visits shall be requested at least seventy-two (72) hours in advance of the anticipated absence. Employees shall endeavor to schedule medical or dental appointments and/or treatments at times which do not interfere with job-related duties and shall notify supervisors as soon as the appointments are known.

C. Emergency use of sick leave shall be requested as follows:

1. The employee shall notify their supervisor in accordance with established procedures of the employee's unavailability for work, except in extreme extenuating circumstances where personal condition of health or family emergency does not permit. The employee must inform their supervisor on each day of absence of the employee's condition unless the absence is of more than three days duration, in which case the employee may inform the supervisor of the projected date of return. The employee must inform the supervisor of the new date if the date changes.

2. The employee shall request the use of sick leave prior to leaving the work site in the event the employee becomes ill on the job and, if possible, complete a sick leave request prior to leaving the job site.

3. In the case of either 1 or 2 above, the employee must complete and file a sick leave request in the City's timekeeping system within two working days from the date the employee returns to work or the use of accumulated sick leave shall not be allowed.

D. Accrued sick leave days may be used each year for illness within the immediate family or adoption of a child. Immediate family includes the employee's spouse (same-sex legally married, opposite sex legally married, common law and domestic partner), child (including adult and foster), parent, sibling, grandparent, grandchild, corresponding in-law or "step" relation. In addition to these family members, family sick leave days may be used for any other family member permanently residing under the same roof as the

employee.

E. When calling in or leaving sick it is the employee's responsibility to tell the supervisor if their sickness is a previously approved FMLA designation.

### Section 3. Verifying Illnesses.

A note verifying an approved use of sick leave as defined by City policy, to include illness, FMLA qualifying events, bodily injury or disease, exposure to contagious disease and appointments with health care providers or dentists, will not be required whenever an employee uses earned sick leave, except in the following circumstances:

- A. All initial introductory period employees must provide a doctor's note when using sick leave.
- B. All employees must provide a doctor's note for any absence during "critical work times." These are peak demand situations for operations or instances where staffing levels cannot sustain an absence. Staffing levels are critical to maintain required level of service. Examples of "critical work times" are move-in/move-out periods for solid waste.
- C. If an employee requests sick leave in a way that is inconsistent with normal usage of sick leave – for example, before or after holidays, sporting events, or other times when vacation leave might ordinarily be requested – in three or more instances within a twelve- (12-) month period and the pattern is identified by a supervisor, the supervisor may request that the Department Director or the director's designee put the employee on notice that a verification from a physician or other qualified health professional documenting an approved use of sick leave will be required for that employee for any requested sick leave for the subsequent twelve (12) months.

If the employee on notice disagrees with the identified pattern, the employee can submit a grievance through the normal grievance procedure.

If an employee on notice becomes ill while at work, the employee shall notify their supervisor in accordance with established procedures of the employee's unavailability for work. The employee shall then provide a verification of the approved use of sick leave as soon as possible, and before returning to work. If an employee on notice does not report for work and attempts to use sick leave without providing a verification of an approved use of sick leave at the time of the request, any time the

employee missed work shall be treated as an unexcused absence and the employee may be subject to discipline through the normal discipline procedure.

Section 4. Payment Upon Separation.

Employees who separate from service through resignation, reduction in force, termination, retirement or death shall be compensated at their regular rate of pay according to the following schedule with the maximum amount paid of 260 hours.

<b>Completed Years of Service with the City</b>	<b>% Accrued Sick Leave Paid</b>	<b>Maximum Hours Paid</b>
0 through 4	0%	0
5 and over	25%	Up to 260

Section 5. Effect of Inter/Intra-Departmental Transfers on Sick Leave Accrual.

Any employee who is transferred, promoted, demoted, reassigned, or otherwise placed in a different benefit eligible position in a different department shall be entitled to retain accrued sick leave.

**ARTICLE 14**  
**HOLIDAYS**

Section 1. Holidays Recognized and Observed.

The following days shall be recognized and observed as paid holidays that employees do not have to work:

1. New Year's Day
2. Thanksgiving
3. Christmas Day

All other holidays recognized by the City will be considered working holidays and will be treated as normal workdays for the solid waste division, with exceptions to the time-off request process as noted below.

Those holidays include:

1. Martin Luther King, Jr.'s Birthday
2. President's Day
3. Memorial Day

4. Juneteenth
5. Independence Day
6. Labor Day
7. Friday after Thanksgiving
8. Any holiday the City recognizes for regular pay plan employees in the future.

Any employee who wishes to take leave on any holiday they are scheduled to work may submit a vacation request in the current timekeeping system. The employee must have eight (8) hours of vacation leave or personal time in their time-off bank at the time the request is made. If the employee is approved for vacation and does not work the holiday, the employee will receive eight (8) hours of holiday pay and the vacation request will be removed from the system after the holiday. The hours marked for leave on the holiday will be returned to the employee, but will not be available to be used until after the holiday.

Management will grant vacation requests on working holidays to a number of employees equal to the number of roll-off, multi-lift, and maintenance staff currently in filled positions. For example, if there are ten (10) roll-off, multi-lift, and maintenance employees currently active in these positions, then ten (10) employees will be allowed to take off the holiday. This is in addition to the normal three (3) employees allowed to take vacation on any given day. The City intends to keep this schedule throughout the term of this agreement but maintains the right to change the number of employees working on any given day based on operational need. This is a preservation of the City's management rights, as outlined in Article 4.

Employees will be granted holiday leave based on seniority and qualification on the type of vehicle needed in operation on the holiday. In the event the number of employees scheduled to work exceeds the number required for operations on such holiday, then the employees with least seniority will be required to take off the holiday until the number of employees off equals the number of roll-off, multi-lift, and maintenance staff in filled positions.

Eligible employees shall receive pay as outlined in Article 20, Section 10.

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Should the City designate an alternate day other than the closest Friday or Monday, then

that will become the official holiday for the purposes of this Section.

Section 2. Eligibility Requirements.

Employees shall be eligible for holiday pay under the following conditions:

A. Any employee using sick leave on either the day preceding and/or following a holiday shall not receive compensation for the holiday.

B. The employee worked or would have been scheduled to work on such day if it had not been observed as a holiday, and

C. An employee being paid by Workers' Compensation shall receive holiday pay, without using sick or other types of leave, in a pro-rated amount in order to equate to a full day of pay when added to the amount of pay received from Workers' Compensation.

Section 3. Holiday Pay.

If an employee is required to work on any one of the designated holidays or alternate holidays, as determined in accordance with Section 1 above, the employee will be paid as outlined in Article 20, Section 10.

**ARTICLE 15**  
**VACATION**

Section 1. Eligibility and Allowance.

All full-time, regular employees will accrue vacation leave on a per pay period basis as follows:

Length of Service	Hours Earned Per Year
1-5 years	96
6-10 years	128
11-15 years	152
16-20 years	176
21-25 years	192
26 years and above	200

Vacation leave credit begins accumulating from the employee's date of employment in an eligible status.

The maximum accumulation shall be three hundred twenty (320) hours.

Employees using vacation leave will be allowed use of accrued vacation time in increments permitted by the timekeeping system.

Vacation time will not accrue during a leave of absence without pay for periods of more than two (2) weeks.

Section 2. Vacation Pay.

Vacation pay shall be the employee's regular straight time rate.

Section 3. Holiday or Illness During Vacation Period.

If a designated holiday, as provided in Article 14 of this MOU, occurs during the period of vacation, it will not be counted as vacation leave. There will be no additional allowance of vacation time or substitution for vacation time for illnesses or injury occurring while on vacation leave.

Section 4. Payment at Separation.

Any employee who separates from service through resignation, layoff, termination, regular retirement or death shall be compensated for all unused vacation leave accumulated at the regular rate of pay at the time of separation. Employees separated prior to completion of the initial six months of regular employment with the city will not be paid for vacation leave.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

Section 1. Personal Day.

All Employee Organization employees shall, beginning the first of the month following their first thirty (30) days of employment, be granted two (2) personal days off with pay per payroll year. Personal days may be used for personal business that cannot be taken care outside of regular business hours and for religious observances, ethnic holidays, and other events of personal significance. Notice of the intent to observe a personal day must be given to the immediate supervisor at least one week before taking that day off, except in emergency situations. These personal days cannot be carried over from one (1) payroll year to the next, nor shall unused personal days be paid out at the end of a payroll year.

Section 2. Jury Duty.

A full-time, regular employee who is summoned to jury duty will continue to receive regular pay during the active period of jury duty. The employee is also permitted to retain the

allowance received from the court for such services.

To qualify for jury duty leave, the employee must submit to the supervisor a copy of the jury summons as it is received. In addition, proof of service must be submitted to the supervisor when the period of jury duty is completed.

### Section 3. Employees Receiving Workers' Compensation Benefits.

It is the responsibility of each individual employed by the City of Lawrence to use good judgment and caution in the performance of daily duties. In the event of a work-related injury or illness, regardless of medical need, an employee shall notify their supervisor or department representative and Risk Management immediately. An Employee Report of Event form and a Supervisor Investigation of Event Report must be completed within twenty-four (24) business hours for every injury that occurs on the job, even if the injury appears to be minor and no medical care is provided.

The City's Workers' Compensation program is administered by the Risk Management division of the City Manager's Office. The Risk Management Division provides case management and claims administration for all injured Employees. The program is approved annually by the Kansas Department of Labor, Division of Workers' Compensation, Self-Insurance/Business and Accounting Section.

Under Kansas Workers' Compensation Statutes, medical care is directed and provided by the City of Lawrence. The Risk Management division is responsible for the authorization and coordination of all medical services to be provided by the City's designated Medical Director and any authorized medical specialist referrals. If the employee otherwise elects to go to a physician other than the designated City Medical Director or seeks medical care that is not authorized by the Risk Management division, it will be considered an unauthorized medical expense. The employee will continue to attend medical appointments as directed by the Risk Management division.

All medical and prescription bills for work-related injuries should be directed to the Risk Management division.

The City will pay the difference between the Workers' Compensation benefits and full salary on the first lost workday through the eighty-second (82<sup>nd</sup>) calendar day that the employee is not able to work. The employee shall not be required to use sick leave unless the employee is on modified duty and then needs to use leave to be absent for work. The injured employee may use accumulated sick leave and vacation leave after the eighty-second (82<sup>nd</sup>) calendar day that the

employee is not able to work.

An employee injured on the job who is unable to perform the employee's assigned duties may be placed on light duty if such light duty work is available and doesn't violate the employee's work restrictions.

If an employee chooses not to participate in light duty that is provided by the City, the employee will not be eligible to receive the salary supplemental benefits for the eighty-two (82) days and will have to use benefit time. The eighty-two (82) calendar days is constant from the first lost day even if the employee chooses not to return to light duty.

After eighty-two (82) calendar days, Workers' Compensation total temporary disability (TTD) benefits are paid at the rate of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the employee's gross average weekly wage at the time of the injury, not to exceed the state maximum. Sick leave and/or vacation benefits can be used to supplement the Workers' Compensation benefit up to the employee's gross average weekly wage. Workers' Compensation Benefits for temporary total disability (lost work time) are issued by the Risk Management division on regular payroll dates and are to be claimed in the Risk Management Office. Direct deposit is not available for TTD payments.

The City authorized physician will determine an injured employee's work status at every medical examination. The employee must provide to their supervisor or department representative a work status report signed by the City authorized physician following each appointment and before returning to full or modified duty.

#### Section 4. Light Duty for Injury On The Job.

An employee injured on the job who is unable to perform the employee's assigned duties may be placed on light duty if such light duty work is available and doesn't violate the employee's work restrictions.

#### Section 5. Non-City Employment Injury and Use of Leaves.

Any City employee injured while in the employment of an employer other than the City shall reimburse the City for any losses sustained by the City through sick or other paid leave usage, provided both that the employer is insured and that a Workers' Compensation settlement is consummated between the employee and the other employer. The amount reimbursed shall not exceed the amount in pay made by the City.

#### Section 6. Emergency (Bereavement) Leave.

Full-time, regular employees who have a death (or an illness or injury in which death is imminent) occur in the immediate family may be granted a leave with pay for the purpose of attending to the death, injury, or illness, in accordance with the following guidelines:

An employee may take up to forty-eight (48) hours of bereavement leave in each calendar year.

Immediate family includes employee's spouse (same sex legally married, opposite sex legally married, common law and domestic partner), child (including adult and foster), parent, sibling, grandparent, grandchild, corresponding in-law or "step" relation. In addition to these family members bereavement leave may be used for any other family member permanently residing under the same roof as the employee.

Requests for bereavement leave should be made to the employee's supervisor, subject to approval by the Department Director.

#### Section 7. FMLA.

The City will adhere to the Federal Medical Leave Act and provide the following enhancements:

- City policy selects the rolling twelve (12) month period measured backward from the date an employee uses FMLA.
- City policy allows for a domestic partner to utilize the FMLA.
- City policy requires Certification of healthcare provider. FMLA indicates it is optional.
- City policy provides for intermittent/reduced schedule leave for care of a newborn or bonding may be taken only with the Department Director's approval. Intermittent leave for bonding is not FMLA protected.
- City policy provides that for the leave for birth and care, adoption, or foster care must conclude within twelve (12) months of birth or placement, if both spouses are employed by the City, they are allowed to take independently tabulated FMLA leave.
- City policy has a fitness for duty component.

#### Section 8. Paid Caregiver Leave.

A. All full- and part-time regular employees shall be eligible to receive paid caregiver leave following the birth or adoption of a child or the placement of a foster child.

B. An eligible employee shall receive a maximum of 12 weeks of paid Caregiver Leave in a 12-month look-back period.

C. Approval and administration of Caregiver Leave will be made pursuant to the City's Family Medical Leave Act (FMLA) policy for all full- and part-time regular employees. Full- and part-time regular employees, who are within the first year of employment, although not eligible for FMLA benefits, shall be eligible for Caregiver Leave. To access this benefit, employees must complete designated FMLA forms and be approved by the Human Resources Division.

D. Paid Caregiver Leave authorized under this policy covers 100% of an eligible employee's regular rate of pay and, while using such leave, an employee will continue to accrue leave in accordance with applicable City policies.

E. Official and observed holidays for the City employees do not count against paid Caregiver Leave. Employees using paid Caregiver leave on an official or observed holiday shall receive any applicable holiday pay.

F. Paid Caregiver Leave shall run concurrently with the 12-week period covered by the FMLA, if the employee is so eligible.

G. Paid Caregiver Leave cannot be donated through the City of Lawrence Shared Leave program or in any other way, and any amount of leave not used by the eligible employee shall be forfeited. Caregiver Leave will not be paid out upon termination.

## **ARTICLE 17**

### **SAFETY**

It is the express policy of the Employer and the Employee Organization to cooperate in an effort to continue to improve safety matters. In the furtherance of this policy, a joint Employee Organization-Management safety committee may be established and meet upon request of either party. Such committee shall be comprised of two (2) employees from the Employee Organization selected by the Employee Organization and two (2) representatives of the Employer. Employees shall be compensated for their time spent attending committee meetings.

The committee shall consider safety matters relating to the performance of job duties and responsibilities of employees within the Employee Organization. Safety/Health Rules and Regulations shall be recommended by the joint committee to the Solid Waste Manager or designee,

who shall have the right to approve, reject, or revise them. There shall not be any rules or regulations implemented until approved by the Solid Waste Manager. Said safety and/or health rules and regulations may cover training, personal protection, equipment and working procedures.

## **ARTICLE 18**

### **UNIFORMS**

If employees are required by the Employer to wear a uniform or Personal Protective Equipment (“PPE”), such uniforms and PPE shall be furnished or made available to the employee by the Employer. Additional or replacement uniforms or PPE shall be subject to a "repair or replace" program administered by the Employer.

New employees shall receive up to ten (10) pairs of jeans at the start of employment. Annually, employees shall receive up to five (5) pairs of jeans.

The City will reimburse an employee up to two hundred dollars (\$200.00) for authorized footwear as needed. The City will reimburse an employee up to three hundred dollars (\$300.00) to provide prescription safety glasses to employees who need them and who are required to wear them.

All provisions within this Article 18 Uniforms are subject to wage and income withholding obligations as required by State and Federal law.

## **ARTICLE 19**

### **HEALTH CARE BENEFITS**

The City shall provide a health plan to employees covered under this MOU under such premium requirements and coverage requirements available to all City employees during the term of this Memorandum. The Employee's contribution will be accomplished through payroll deduction. The companies providing health, dental and prescription administration or insurance will be identified by the City after obtaining employee input from the City's Health Care Committee. There shall be a representative from Solid Waste on the Health Care Committee. The City additionally agrees to continue to offer an Employee Assistance Program (EAP) to employees.

## ARTICLE 20

### WAGES

#### Section 1. Pay Grade Assignment.

Employees assigned to the following classifications will be assigned to the corresponding pay grade.

Solid Waste Loader I	401
Solid Waste Loader II	402
Solid Waste Operator I	403
Solid Waste Operator II	404
Solid Waste Operator III	405
MSO Maintenance Technician Solid Waste I	403
MSO Maintenance Technician Solid Waste II	404
MSO Maintenance Technician Solid Waste III	405

#### Section 2. Pay Grade.

The pay grade shown in Section 9 shall be effective the 1<sup>st</sup> day of the first pay period of payroll year 2025 and shall be followed until superseded. Under no circumstances shall employees assigned to this pay grade be paid outside the parameters of the grade. The pay grade features:

- 2% Wage adjustment from the 2024 pay grade
- 10 total steps
- 5% between steps 1 through 8, and 2.5% between steps 8 to 9 and 9 to 10.

#### Section 3. Step Progression.

Effective with the first pay date of 2025, employees who are not on a performance improvement plan approved by Human Resources shall progress to the next higher step on the pay grade.

#### Section 4. Promotions.

Employees promoted through the competitive selection process will move to the same step in the corresponding higher pay grade. Employees promoted through the Career Advancement

Program will move to the pay grade they are approved within the position, to a step in the pay grade that corresponds with a higher pay rate.

Section 5. Demotions.

Employees demoted for any reason will move to the same step in the corresponding lower pay grade.

Section 6. Reclassifications.

Employees reclassified by management will have a rate of pay established as outlined in Sections 4 & 5, depending on the circumstances.

Section 7. 2025, 2026, and 2027 Wages

2025. The pay grades below labeled “2025” shall be effective the 1<sup>st</sup> day of the first pay period of payroll year 2025. Employees shall move one step on the 1<sup>st</sup> day of the first pay period of payroll year 2025 unless or until the employee is at step 10 or as provided in Section 3.

2026. The pay grades below labeled “2026” shall be effective the 1<sup>st</sup> day of the first pay period of payroll year 2026.

2027. The pay grades below labeled “2027” shall be effective the first day of the first pay period of payroll year 2027.

Wages

<u>2025</u>	1	2	3	4	5	6	7	8	9	10
401	19.66	20.64	21.67	22.75	23.89	25.08	26.33	27.65	28.34	29.05
402	20.15	21.16	22.22	23.33	24.50	25.73	27.02	28.37	29.08	29.81
403	21.61	22.69	23.82	25.01	26.26	27.57	28.95	30.40	31.16	31.94
404	22.15	23.26	24.42	25.64	26.92	28.27	29.68	31.16	31.94	32.74
405	22.70	23.84	25.03	26.28	27.59	28.97	30.42	31.94	32.74	33.56
<u>2026</u>										
401	20.05	21.05	22.10	23.21	24.37	25.59	26.87	28.21	28.92	29.64
402	20.55	21.58	22.66	23.79	24.98	26.23	27.54	28.92	29.64	30.38
403	22.04	23.14	24.30	25.52	26.80	28.14	29.55	31.03	31.81	32.61
404	22.59	23.72	24.91	26.16	27.47	28.84	30.28	31.79	32.58	33.39
405	23.15	24.31	25.53	26.81	28.15	29.56	31.04	32.59	33.40	34.24
<u>2027</u>										
401	20.45	21.47	22.54	23.67	24.85	26.09	27.39	28.76	29.48	30.22
402	20.96	22.01	23.11	24.27	25.48	26.75	28.09	29.49	30.23	30.99
403	22.48	23.60	24.78	26.02	27.32	28.69	30.12	31.63	32.42	33.23
404	23.04	24.19	25.40	26.67	28.00	29.40	30.87	32.41	33.22	34.05
405	23.61	24.79	26.03	27.33	28.70	30.14	31.65	33.23	34.06	34.91

Section 8. Pay Grade.

The pay grade represents a 2% pay grade adjustment for 2025, 2026, and 2027. The parties agree to reopen this Agreement solely for the purposes of the negotiation of wages.

Section 9. Solid Waste Loader working as Solid Waste Operator.

An employee, that is classified as Solid Waste Loader, who is fully qualified to work as a Solid Waste Operator as determined by management, and is assigned and works as Solid Waste Operator for three (3) complete shifts of a work week will receive a payment of fifty dollars (\$50) for each week so worked. To fully qualify to work as a Solid Waste Operator, a Solid Waste Loader must complete the driver training program and demonstrate competency, obtain a CDL Class B, and be employed for at least 6 months and in good standing. This will be paid upon the regular pay date and subject to applicable federal, state, and local taxes and withholdings.

Section 10. Holiday Pay.

All eligible employees will receive eight (8) hours of holiday pay at their regular rate on all City holidays. Eligibility shall be determined by Article 14, Section 2.

In addition to holiday pay, if an employee works on a working holiday, or on a Saturday following a non-working holiday, they will receive a minimum of eight (8) hours of pay for that day at the rate of one and one-half times (1.5) times their regular rate of pay. Actual hours worked will count as hours worked when calculating overtime.

Section 11. Longevity Compensation

Longevity Compensation is available to full time and part time regular employees who were employed by the City of Lawrence in an eligible employment status prior to January 1, 2019.

Employees in a non-eligible employment status or date of hire with the City of Lawrence January 1, 2019, or later will not be eligible for the Longevity Compensation program.

A. Longevity Parameters:

Must be employed in an eligible employment status of full time regular or part time regular prior to January 1, 2019.

B. Longevity payments:

1. Commence January 1 of the year following the fifth (5th) year of employment.

(i.e. 2019: full-time and part-time regular employees with a service date of 1-1-2015 or earlier) (i.e. 2023: full-time and part-time regular employees with a service date of 12-31-2018 or

earlier)

2. Be issued in December and paid by direct deposit or payroll card.  
(i.e. 2019: December 13, 2019)
3. A qualifying employee will receive the following amounts on an annual

basis:

- a. \$250 for 5 to 9 years of service,
- b. \$500 for 10 to 14 years of service,
- c. \$750 for 15 to 19 years of service and
- d. \$1,000 for 20 or more years of service.

All payments are subject to taxes and employment withholdings, to be paid in December of each year. Employees with a date of hire 1/1/2019 or after are not eligible.

C. Periods of military leave will not constitute a break in consecutive service, as long as the employee returns to work immediately after discharge from military service.

D. Any employee who retires or is approved for long-term disability during the current fiscal year shall receive longevity at a pro-rated basis according to the following parameters:

1. 1/12 for each month worked in the current year multiplied by the applicable rate for the number of years of service as determined by 2c.

E. Employees, who voluntarily terminate employment, are separated by the City, die, or leave City employment for any reason other than KPERS/KP&F retirement or approved long-term disability during the year, are not eligible to receive longevity.

F. If longevity payments are issued, the following payroll items will apply:

1. All required federal and state deductions including
  - a. Federal income tax withholding
  - b. State income tax withholding
  - c. KPERS and KP&F contributions (including double and triple deductions) for active employees
  - d. KPERS & KP&F contributions will NOT apply for retirees
  - e. Garnishments and tax levies currently in force.

## **ARTICLE 21**

### **PENSION AND DEFERRED COMPENSATION**

The City operates under the Kansas Public Employees Retirement System Act (K.S.A. 74-4901, et seq.), as may be amended from time to time. Eligible employees may also participate in any deferred compensation 457 plans which may be offered by the City in accordance with the terms of the plan(s) offered.

## **ARTICLE 22**

### **CLOSING AND SAVINGS CLAUSE**

#### Section 1. Entire Memorandum of Understanding Closing Clause.

This Memorandum of Understanding supersedes and cancels all previous agreements, oral or written, and all existing unwritten practices between the Employer and the Employee Organization and constitutes the entire Memorandum between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that during negotiations which resulted in this Memorandum of Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective meeting and conferring and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum. Therefore, the Employer and the Employee Organization for the life of this Memorandum agree that the other shall not be obligated to meet and confer collectively, but may meet and confer if mutually agreeable, with respect to any subject or matter referred to or not specifically referred to or covered in this Memorandum.

#### Section 2. Letters of Understanding During Term of Memorandum.

After approval of an MOU, the parties are permitted, but not required to meet and discuss in good faith problems of mutual concern involving conditions of employment that occur during the term of this Memorandum. These discussions shall not be considered negotiations nor subject to the Impasse Procedures of the Employee Relations Resolution 7511. Based upon these discussions, if the parties agree that minor contractual revisions which do not significantly increase

or decrease the substantive rights and/or obligations of the parties under the terms of this Memorandum are necessary, then the City Manager or Manager's designee and the Employee Organization may effectuate such necessary revisions by execution of an appropriate letter of understanding. All other contractual revisions which do significantly increase or decrease the parties' substantive rights and/or obligations shall be through amendment of this Memorandum.

Section 3. Savings Clause.

Should any part of this MOU or any provision contained herein be declared invalid by a tribunal of competent jurisdiction, such action shall not impact the remaining portions hereof, their continuing to remain in full force and effect. Any invalidated provision, however, shall be subject to the meet and confer procedure.

**ARTICLE 23**

**TERMINATION AND AMENDMENTS**

This MOU shall be effective for three years beginning January 1, 2025, through December 31, 2027. It shall then be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, in accordance with Sections IV, 11 and VI, A. of Resolution No. 7511. It shall further remain in full force and effect during any period of discussions and until a new contract is implemented, unless notice of termination is provided. Any extensions shall be mutually agreed upon.

In the event either the City or the Employee Organization does decide to so terminate this MOU, written notice must be given to the other party at least sixty (60) days prior to the desired termination date. This termination provision in no way infringes upon the City Commission's authority to amend or repeal Resolution No. 7511 and to accordingly alter the parties' respective collective bargaining relationship and obligations.

[SIGNATURES ON FOLLOWING PAGE]


DATED AND ACKNOWLEDGED THIS 2nd DAY OF October, 2024, IN  
THE CITY OF LAWRENCE, KANSAS.

CITY OF LAWRENCE, KANSAS



\_\_\_\_\_  
Craig S. Owens, City Manager


ATTEST:



\_\_\_\_\_  
Sherri Riedemann, City Clerk



TEAMSTERS UNION LOCAL 696



\_\_\_\_\_  
Michael Scribner, Business Representative