



MEMORANDUM OF UNDERSTANDING

between

CITY OF LAWRENCE

and

EMPLOYEES

of the

**CITY OF LAWRENCE STREETS, STORM WATER, TRAFFIC,
WATER FIELD, WASTEWATER FIELD, AND PLANT
OPERATIONS**

TEAMSTERS UNION, LOCAL NO. 696



ARTICLE 1 RECOGNITION AND EMPLOYEE ORGANIZATION RIGHTS	1
Section 1. Preamble.	1
Section 2. Employee Organization Unit.	1
Section 3. List of Employee Organization Officers.	2
Section 4. Check-off.	2
Section 5. Bulletin Boards.	2
Section 6. Employee Organization Leave.	3
Section 7. Non-Discrimination and Coercion.	3
ARTICLE 2 GENERAL PROVISIONS AND MISCELLANEOUS BENEFITS	4
Section 1. Work Rules.	4
Section 2. Policies, Rules, and Regulations not Contained in this MOU.	4
Section 3. Performance Assessments.	5
Section 4. Distribution of the Memorandum of Understanding.	5
Section 5. Employee Organization/Management Meetings.	5
Section 6. Driver's License/Insurability Requirements.	5
Section 7. Mileage Reimbursement.	5
ARTICLE 3 DEFINITIONS	6
ARTICLE 4 MANAGEMENT RIGHTS	7
ARTICLE 5 GRIEVANCE PROCEDURE	7
Section 1. Single Employee and Discipline Grievances.	8
Section 2. Contract Interpretation Grievances Affecting Multiple Employees. ...	12
ARTICLE 6 DISCIPLINE	14
Section 1. Policy.	14
Section 2. Notification of Disciplinary Action.	14
ARTICLE 7 HOURS OF WORK	14

Section 1. Work Week.....	14
Section 2. Work Schedules Posted.....	14
Section 3. Requesting Time Off.....	15
Section 4. Rest Periods.	16
Section 5. Clean-up Time.	16
Section 6. Minimum Assigned Work Hours.....	16
Section 7. Emergency Call-Back Time/Work From Home.....	16
Section 8. On Call.....	17
Section 9. Snow Operations.....	18
Section 10. Temporary Schedule Change.....	18
ARTICLE 8 OVERTIME.....	19
Section 1. Policy and Practice.....	19
Section 2. Distribution of Additional Work.....	19
Section 3. Call-Back Time.....	21
Section 4. Flex Time.....	21
Section 5. Compensatory Leave.	22
ARTICLE 9 SENIORITY.....	22
Section 1. Definition.	22
Section 2. Seniority List.....	23
ARTICLE 10 INTRODUCTORY PERIOD EMPLOYEES.....	23
Section 1. Definition.	23
Section 2. Initial Introductory Period.....	23
Section 3. Interim Introductory Period.	24
ARTICLE 11 PROMOTIONS - DEMOTIONS.....	24
Section 1. Definitions.....	24

Section 2. Posting of Vacancies for Promotions.....	24
Section 3. Selection process for internal candidates.	24
Section 4. Demotion.....	25
ARTICLE 12 LAYOFF PROCEDURE	25
Section 1. Layoff Determination.....	25
Section 2. Recall.	26
Section 3. Layoff Options.	26
ARTICLE 13 SICK LEAVE	26
Section 1. Accumulation.....	26
Section 2. Requests.	26
Section 3. Verifying Illnesses.	28
Section 4. Payment Upon Separation.....	28
Section 5. Effect of Inter/Intra-Departmental Transfers on Sick Leave Accrual.	29
ARTICLE 14 HOLIDAYS	29
Section 1. Holidays Recognized and Observed.	29
Section 2. Eligibility Requirements.	30
Section 3. Holiday Work.....	30
ARTICLE 15 VACATION.....	30
Section 1. Eligibility and Allowance.	30
Section 2. Vacation Pay.	31
Section 3. Holiday or Illness During Vacation Period.....	31
Section 4. Payment at Separation.....	31
ARTICLE 16 LEAVES OF ABSENCE	31
Section 1. Personal Day.	31
Section 2. Jury/Witness Duty.....	32

Section 3. Employees Receiving Workers' Compensation Benefits.	32
Section 3. Employees Receiving Workers' Compensation Benefits.	34
Section 4. Non-City Employment Injury and Use of Leaves.	35
Section 5. Bereavement Leave.....	36
Section 6. FMLA.	36
ARTICLE 17 SAFETY.....	36
ARTICLE 18 UNIFORMS	37
ARTICLE 19 HEALTHCARE BENEFITS	37
ARTICLE 20 WAGES	38
Section 1. Pay Grade Assignment.....	38
Section 2. Effective Date.	38
Section 3. Step Progression.....	39
Section 4. Promotions.	39
Section 5. Demotions.	39
Section 6. Reclassifications.	39
Section 7. 2026, 2027, and 2028 Wages.....	39
Section 8. Pay Grade.....	40
Section 9. Compensation for Working on a Holiday.....	40
Section 10. Career Advancement Program.....	40
Section 11. Longevity Compensation.....	40
Section 12. Out of Class Pay.....	42
ARTICLE 21 PENSION AND DEFERRED COMPENSATION.....	42
ARTICLE 22 CLOSING AND SAVINGS CLAUSE.....	42
Section 1. Entire Memorandum of Understanding Closing Clause.....	42
Section 2. Savings Clause.....	43

ARTICLE 23 TERMINATION AND AMENDMENTS 43

 Section 1. Term and Extensions..... 43

 Section 2. Termination..... 43

 Section 3. Letters of Understanding During Term of Memorandum..... 43

 Section 4. Amendment of Memorandum..... 44

JANUARY 1, 2026 - DECEMBER 31, 2028

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 5 Streets, Storm Water, Traffic, Water Field, Wastewater Field, and Plant Operations. Resolution No. 7511 is the City of Lawrence authorizing document establishing the exclusive process and parameters for the City and the Teamsters to enter this Memorandum of Understanding.

Section 2. Employee Organization Unit.

A representation election held pursuant to the procedures under Resolution No. 7312, subsequently amended as Resolution No. 7511, the results of which were certified by the City Clerk on October 4, 2021, certified the Teamsters was the agent for the Streets, Storm Water, Traffic, Water Field, Wastewater Field, and Plant Operations Group identified in Resolution No. 7511. That unit consists of employees in Group 5 Plant Operations, Streets, Storm Water, Traffic, Water Field, and Wastewater Field, and holding full-time regular positions as Field Operations Equipment Operator, Field Operations Lead Operator, Field Operator, Instrumentation Technician, MSO Field Technician Specialist, MSO Field Technologist, MSO Technician Utility, Field Operations Lead Operator, Field Operator, Traffic Control Technician, Traffic Signal Technician, and Utility 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, Section 2.

Section 3. List of Employee Organization Officers.

Beginning on or before December 31 of each year, the Teamsters will submit a list of the Employee Organization stewards to the Director of Human Resources and to the Municipal Services and Operations (MSO) Director.

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 the Municipal Services and Operations Director and to the Director's designee or designees.

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 forty-five (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 who wish to access the non-public areas of the Employer's premises shall get approval for such access from the Municipal Services and Operations Director or the Director's designee or designees.

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 Streets, Storm Water, Traffic, Water Field, Wastewater Field, and Plant Operations 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 Municipal Services and Operations office at City Hall 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 Municipal Services and Operations bulletin board and the Employer's internet or intranet for a period of fourteen (14) consecutive calendar days before implementation. During an emergency as declared by the Municipal Services and Operations Director or their designee, existing work rules may be temporarily suspended or amended without compliance with the fourteen (14) day posting period.

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

The parties agree that all City policies and 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 policies or proposed amendments to policies, rules, or regulations, or material changes to existing policies, rules, or regulations by posting such changes on the Municipal Services and Operations bulletin board at City Hall or the Employer internet or intranet for a period of fourteen (14) consecutive calendar days before implementation. During an emergency as declared by the City Manager, Director of Human Resources or the Municipal Services and Operations Director or the Director's designee or designees, these existing City policies may be temporarily suspended or amended without compliance with the fourteen (14) 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 to 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 the Municipal Services and Operations office and in the division offices for Streets, Storm Water, Traffic, Water Field, Wastewater Field, and Plant Operations. 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 the Municipal Services and Operations Director or the Director's designee or designees 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 forty (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 forty (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 forty (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 one hundred and eighty (180) days, 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 one hundred and eighty (180) days, 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, including a public health event, 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, or other disruptive natural event.

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 into two classes that have separate procedures. The first class of grievances includes grievances that affect an individual employee and all grievances involving discipline. The second class of grievances are those grievances that relate to interpretation and application of this Memorandum involving multiple bargaining units, Employee Organization employees that do not relate to a single employee, and those that do not involve discipline.

Section 1. Single Employee and Discipline Grievances.

The following grievance procedure within this subsection A shall apply to all grievances that relate to a single employee and/or 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 or designee (who, for the purposes of Step Two and Step Three of the grievance process shall only be a Deputy or Assistant

Director of the Department, and, if so selected as a designee in Step Two, shall serve in place of the Department Director in Step Three) 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 reply, 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 Director 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. Two non-supervisory employees, 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 Director 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.

The aggrieved employee and the Department Director may be present during the random selections of members. The Human Resources Director 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 Resources Director's receipt of the written appeal. After consideration of said appeal, the Human Resources Director 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 Director 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 Director/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 Director 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 days' 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 Director 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.

Section 2. Contract Interpretation Grievances Affecting Multiple Employees.

The following grievance procedure within this Section 2. shall apply to all grievances that 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 Section 2.

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;
- c) The names of the Employee Organization employees who the Employee Organization asserts have been harmed by the Employer's challenged action(s) or inaction;
- d) The requested relief sought by the grievance.

Within seven (7) calendar days of receipt of the written grievance, the Department Director, the Municipal Services and Operations Director or the Director's designee 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 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 thirty (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 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 a.m. Sunday.

If an employee starts a night shift on Saturday and works past midnight, the hours worked will go toward the day the shift started.

Section 2. Work Schedules Posted.

A. Work schedules showing the employee's shift, workdays, and hours, shall be posted

on the applicable departmental bulletin boards or in the departmental shift scheduling software.

B. The City shall provide fourteen (14) calendar days' written notice to the Employee Group and the affected employees prior to making permanent changes in work schedules.

C. Work schedules will not require employees to regularly work split shifts or consecutive shifts, and supervisors shall make efforts to prevent scheduling of split shifts or consecutive shifts when possible.

Section 3. Requesting Time Off.

A. For the purposes of vacation, wellness, personal, and compensatory leave time, eligible employees can request time off up to one year out of the current calendar day, and shall request time off by entering their request into the employee scheduling software and informing their supervisor of the request. Eligibility includes that an employee:

1. Be past the first one hundred and eighty (180) days of hire date unless using an accrued personal day or accrued comp time.
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.

B. Management will determine whether the time off request can be granted based upon available staffing. Requests will be reviewed based on the order they are entered into the system. In the event that Management determines that all time off request(s) for any given shift cannot be granted due to insufficient staffing, and two or more requests were made on the same day, 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.

C. All time off requests in the time keeping system for the next three (3) months will be reviewed, and granted or denied on the following schedule:

1. Anything in the system on Tuesday will be reviewed by Management on Wednesday, and time keeping system updated.
2. Anything in the system on Sunday will be reviewed by Management on Monday and time keeping system updated.
3. In the event that one of the review dates falls on a holiday, the review day will be the next business day.

D. It is the employee's responsibility to inform their supervisor that they have entered

a request for time off in the timekeeping system, and to confirm if their requested time off is approved, pending, or denied.

Section 4. Rest Periods.

A. All employee work schedules shall provide for a fifteen (15) minute rest period during each one-half shift and as needed.

B. Regular forty (40) hour work week employees shall have a thirty (30) minute unpaid meal period. For employees who are working at a jobsite and leave the jobsite for the meal period, the meal period begins when the employee leaves the jobsite and ends when the employee has returned to the jobsite and is ready to work.

C. Those employees working twelve (12) hour shifts shall be granted an on-duty meal period during the work shift.

Section 5. Clean-up Time.

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

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 City notifies the employee that they are relieved from work for the previously scheduled shift at least two (2) hours before the commencement of the scheduled shift.

Section 7. Emergency Call-Back Time/Work From Home.

A. Any employee called to perform a task that cannot be performed from their home outside of their regularly scheduled shift shall be paid for a minimum of two (2) hours “emergency call back” time or the actual number of hours worked, whichever is greater, at one and one-half (1.5) times their regular hourly rate.

B. In the event an employee is called while not working to perform work that may be accomplished remotely, the employee shall be compensated by the payment of one (1) hour of pay at their normal hourly rate for the first call received. The employee shall receive pay for an additional fifteen (15) minutes, or the actual time worked, whichever is greater, for each ensuing call during the same contiguous off-duty period ending with the employee's next regular reporting time.

C. Employees can only sign up for or be assigned to work a maximum of sixteen (16)

hours in a twenty-four (24) hour period. A twenty-four (24) hour period is defined to start at the beginning of the employee's clock-in for their workday. The only time employees will be required to work more than sixteen (16) hours would be emergency situations in order to finish a task before the end of shift.

D. Employees are not eligible to be on the extra work list while being on call.

Section 8. On Call.

Management shall make a list of employees eligible to complete on-call work assignments. Any such employee assigned an on-call shift shall be compensated two (2) hours on any weekend day or holiday, and one (1) hour for weeknights at one and one-half (1.5) times the employee's regular hourly rate. Workday on-call hours shall start at the end of the employee's normally scheduled shift and shall continue until the beginning of the shift for the workgroup the employee is on-call for.

A. Employees shall be assigned on-call shifts on a seven-day rotational basis using an on-call list. On-call employees will be assigned all work calls received after normal duty hours, on weekends and on holidays, so long as the required number of employees are available and such employees are qualified to perform the required task.

B. Once an employee is assigned an on-call assignment, it shall be the employee's responsibility to complete the work assignment. In the event an employee cannot complete the on-call work assignment for personal reasons, it shall be that employee's responsibility to find another on-call eligible employee to complete the assignment. If an emergency arises, a supervisor will find coverage. Any employee excused or deferred from being assigned an on-call shift will not be paid for such on-call shift. The employee that filled in for the scheduled on-call employee will receive any overtime pay and the on-call pay for the period they worked.

C. If an employee is not able to fulfill any on-call assignments because they are on sick leave and they are not able to find a replacement, Management will call the next eligible employee on the voluntary additional work list as a replacement for the scheduled on-call employee. If no employee volunteers, Management shall assign the next eligible employee from the force list.

D. Qualified on-call employees are only required to be on call one (1) week per month. Employees may give away or trade up to two thirds of their on-call time per twelve- (12-) month period to other eligible employees.

E. Employee may volunteer to be assigned on-call shifts more than one (1) week per month.

Section 9. Snow Operations

A. Snow response operations shall consist of two (2) teams, if operationally necessary, bid by seniority October 1 through May 1 according to the requirements for each team so that both teams will have employees qualified to operate all necessary equipment. After the City transitions to emergency snow operations and until the City begins to end emergency snow operations, each team shall work generally twelve- (12-) hour shifts during emergency snow operations. For snow response operations, team one shift will be from noon to midnight, and team two from midnight to the following noon.

B. When snow operations start, Management shall begin to transition to the twelve- (12-) hour schedule and could require employees currently on duty to remain on duty beyond the scheduled end of their shift.

C. When snow operations cease, Management shall transition back to regular shift schedules and could require employees currently on duty to remain on duty to the end of the regular shift, even if such employee was not previously scheduled to work that shift, or to leave work before the end of the twelve- (12-) hour shift.

D. Management shall make every effort to grant employees at least twelve (12) hours of rest between shifts.

E. All hours worked in snow operations shall be counted as regular work hours and shall count toward the computation of overtime.

Section 10. Temporary Schedule Change

Employees shall be given twenty-four (24) hours' notice whenever an employee is asked to change their regular work schedule for a period of two (2) days or more. If an employee is given less than twenty-four (24) hours' notice of a change to their regular schedule that will last for a period of two (2) days or more, any hours worked during the twenty-four (24) hours after the schedule change is announced that is not part of the employee's previous regular schedule will be considered call-back time and will be paid at the call-back hourly rate.

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 in excess of forty (40) hours.

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. However, 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 in excess of forty (40) hours in a workweek. If such additional work does not result in the employee working in excess of forty (40) hours in a workweek, then such hours are compensated at the straight time rate of pay.

A. Additional Work Lists.

1. The City shall maintain separate lists for additional work for each operational need: One (1) for voluntary additional work; and one (1) for forced additional work. Employees shall be allowed to sign up on the voluntary additional work list by September 1 every year, and such list shall go into effect on January 1.
2. The voluntary additional work lists will be arranged in City 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, if added at a time other than September 1, they shall be placed at the bottom of the list.

3. The forced additional work lists shall be reset on January 1 every year and shall be ranked in order of inverse seniority.
4. In the case of both the voluntary additional work and forced additional work list, after an employee is called upon from either list, their name will be moved to the bottom of that list and will not be eligible to be called upon again until either: (a) The list makes a full rotation through all other employees on such list or (b) the list is reset on January 1 and such employee's name again rises to the top.

B. Voluntary Additional Work. Additional work will be offered to qualified employees on the voluntary additional work lists within the appropriate operational need by rotational seniority. Any time the contacted employee is available and accepts an additional work assignment the employee's name is placed at the bottom of the list. Any time an employee is contacted and declines an additional work assignment, the employee's name is placed on the bottom of the list. If 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 one month, and shall be added to the bottom of the list after that time. If the employee fails to notify the City of their inability to work the previously accepted additional work shift prior to the commencement of such shift, the employee may also be disciplined. Employees may volunteer for additional work subject to the work time limitation in Article 7, Sec. 8(C).

C. Forced Additional Work. If all volunteers decline 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.

E. When Applicable. If a supervisor has notice at least one (1) hour before the end of an employee's scheduled shift that any assigned work is likely to extend more than thirty (30)

minutes beyond the end of the employee's scheduled shift, and the employee cannot be held over, such supervisor shall begin calling employees on the voluntary additional work list to relieve the employee who is currently working at the end of that employee's scheduled shift. If the supervisor has less than one (1) hour's notice, the supervisor may ask the employee currently working to hold over.

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 (2) hours at a rate of one and one-half (1.5) times the regular rate of pay shall be paid. After two (2) 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 (2) hour time period and another call-back is received and completed within the same two (2) hour time period, only two (2) hours overtime will be paid to the employee.

Section 4. Flex Time.

Employees may use flextime schedules, with the approval of management, on either a recurring or occasional basis. Flextime schedules are defined as work schedules that differ from the department's regularly assigned work schedule. Employees using flextime schedules shall work the same number of hours that the employee would normally work in a workweek. Hours flexed may not be carried over from one week to the next. Flexed hours are to be counted as regular time worked for the computation of overtime.

Recurring flextime schedules are recurring changes in a work schedule. Recurring flextime schedules allow employees to choose the specific time their workday begins and ends, within the limits set by management, and within the standard workweek or work period. Recurring flextime schedules may be approved by management on a case-by-case basis or when it is appropriate for departmental operations. Management may, at the City's discretion, implement, continue, discontinue, or modify recurring flextime scheduling.

Occasional flextime is a non-recurring change in a work schedule. Management may approve occasional flextime on a case-by-case basis or when it is appropriate for departmental operations.

An example of a recurring flextime schedule: An employee starts work thirty (30) minutes

earlier and ends work thirty (30) minutes earlier on Tuesdays and Thursdays during the school year.

An example of an occasional flextime: An employee works one (1) extra hour on Wednesday and leaves one (1) hour early on Thursday of the same week.

Section 5. 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 sixty (60) hours of compensatory time.

The use of accrued compensatory time off must be approved by the immediate supervisor.

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 other than by 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 six (6) consecutive months. Employees who have a break in service for less than six (6) consecutive months 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 six (6) consecutive months 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 Municipal Services and Operations Director or the Director’s designee or designees shall maintain an up-to-date seniority list of all employees containing the name of each employee and date of hire.

Every one hundred and eighty (180) days 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 one hundred and eighty (180) days. This initial introductory period may be extended, for proper cause, by the Employer for up to an additional one hundred and eighty (180) days, 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 one hundred and eighty (180) days. 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 one hundred and eighty (180) days; 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 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 Municipal Services and Operations, 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 fourteen (14) calendar days prior to filling the vacancy. The posting notice will contain the job title/description, job qualifications, and salary range. The Municipal Services and Operations Director or the Director's designee or designees 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 eighteen (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; if the employee is unsuccessful in the performance of the assigned job duties and responsibilities; or if the employee does not maintain required minimum qualifications for the job.

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 Municipal Services and Operations Director or the Director's designee or designees 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 ninety-six (96) hours per year. There is no maximum amount of sick leave that can be accrued. Sick leave will not accumulate during a leave of absence without pay of more than two (2) weeks.

Section 2. Requests.

A. An employee shall only be allowed to use 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. Sick leave days may also be used 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.

Requests for use of sick leave shall be made to the employee's supervisor in accordance with established procedures.

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. Employees in an on-call status shall be permitted to use sick time benefits for the purpose of doctor's appointments without impacting their on-call status.

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.

4. All initial introductory period employees must provide a doctor's note when using sick leave.

D. 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:

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 MSO 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 two hundred and sixty (260) hours.

Completed Years of Service with the City	% Accrued Sick Leave Paid	Maximum Hours Paid
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:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. President's Day
4. Memorial Day
5. Independence Day
6. Juneteenth
7. Labor Day
8. Thanksgiving
9. Friday after Thanksgiving
10. Christmas Day
11. Any holiday the City adds in the future

Eligible employees shall receive a normal day's pay for each of the holidays listed above.

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.

Should the City designate an additional holiday in the City Employee Handbook, that holiday will be recognized and observed for this employee group.

Section 2. Eligibility Requirements.

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

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

B. 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 Work.

If an employee is required to work on any one of the designated 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 and 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 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.

The supervisor considers workload priorities in determining whether to approve such requests; however, full consideration is given to requests for holidays of religious significance where a reasonable accommodation is possible.

Eligible employees may take personal leave beginning the first of the month following thirty (30) days of employment. Personal leave must be used by the last day of the final pay period

of the year. There shall be no carry-over of personal leave from year to year. There shall be no payment for unused personal leave at the end of any calendar year. Unused personal days for the current year will be paid at separation of employment.

The two (2) personal days is equivalent to sixteen (16) hours for employees who typically work eight- (8-) hour shifts. Other employees will receive the equivalent of two (2) full days leave based on the number of hours they are typically assigned to work in a shift, not including overtime. For instance, an employee who regularly works ten- (10-) hour shifts would receive twenty (20) hours.

Section 2. Jury/Witness 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.

If summoned to appear in court as a witness, all employees are allowed unpaid time off or may use accumulated vacation leave. If the witness duty is related to employment, the employee will be allowed time off with pay and will not be required to use accumulated leave and, if the employee is off duty, any hours spent in witness duty will be compensated as worked hours.

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 Injury Report form must be completed within twenty-four (24) business hours for every injury that occurs on the job and submitted to the employee's supervisor, 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 oversees case management and claims administration that is administered by a 3rd party 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 authorized treating physician and any authorized medical specialist referrals. If the employee otherwise elects to go to a physician other than the City's authorized treating physician 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 one hundred and eighty-second (182nd) calendar day that the employee is not able to work due to being taken off work by the authorized treating physician or the City is not able to accommodate light duty restrictions that are provided by the authorized treating physician. 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 one hundred eighty-second (182nd) 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 one hundred eighty-two (182) days and will have to use benefit time. The one hundred and eighty-two (182) calendar days is constant from the first lost day even if the employee chooses not to return to light duty.

After one hundred and eighty-two (182) 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 City's Workers Compensation 3rd party administrator company on regular payroll dates and are mailed directly to the employee. Direct deposit is not available for TTD payments.

The City-authorized treating 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 treating physician following each appointment and before returning to full or modified duty.

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 Injury Report form must be completed within twenty-four (24) business hours for every injury that occurs on the job and submitted to the employee's supervisor, 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 oversees case management and claims administration that is administered by a 3rd party 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 authorized treating physician and any authorized medical specialist referrals. If the employee otherwise elects to go to a physician other than the City's authorized treating physician 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 one hundred and eighty-second (182nd) calendar day that the employee is not able to work due to being taken off work by the authorized treating physician or the City is not able to accommodate light duty restrictions that are provided by the authorized treating physician. 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 one hundred and eighty-second (182nd) 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 one hundred and eighty-two (182) days and will have to use benefit time. The one hundred and eighty-two (182) calendar days is constant from the first lost day even if the employee chooses not to return to light duty.

After one hundred and eighty-two (182) 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 City's Workers Compensation 3rd party administrator company on regular payroll dates and are mailed directly to the employee. Direct deposit is not available for TTD payments.

The City-authorized treating 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 treating physician following each appointment and before returning to full or modified duty.

Section 4. 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 5. 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, and 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 6. FMLA.

The City will adhere to the Federal Medical Leave Act (FMLA) and City policy as expressed in the city handbook.

ARTICLE 17

SAFETY

It is the express policy of the City and the Group 5 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 the 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 selected by the City. One or more members of the safety committee will be selected for representation on the Municipal Services Operations (MSO) departmental safety committee. 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. The Employee Organization-Management safety committee may recommend safety and health rules and regulations to the Municipal Services Operations (MSO) Departmental Safety Committee. The Departmental Safety Committee shall review and provide comments on such recommendations prior to submitting such recommendations to the MSO Director or the director's 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 MSO Director. Such safety and health rules and regulations may cover training, personal protection, equipment, and working procedures.

ARTICLE 18

UNIFORMS

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

The City will allow employees to select safety shoes, boots, and jeans, as appropriate for job duties, from any approved vendor, provided the footwear meets the safety standards required for the job duties and does not exceed the total amount allocated for these purchases.

All other uniform decisions are at the discretion of the MSO Director or the director's designee.

Employees will be required to wear clothing obtained from the Uniform Hub as appropriate for the job being performed.

ARTICLE 19

HEALTHCARE 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 one representative from Employee Group 5 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.

<u>Classification</u>	<u>Pay Grade</u>
Field Operations Equipment Operator	504
Field Operations Lead Operator	505
Field Operator I	501
Field Operator II	502
Field Operator III	503
Instrumentation Technician I	506
Instrumentation Technician II	507
MSO Field Technician Specialist I	506
MSO Field Technician Specialist II	507
MSO Field Technologist I	506
MSO Field Technologist II	507
MSO Technician Utility	504
Traffic Control Technician I	501
Traffic Control Technician II	502
Traffic Control Technician III	503
Traffic Signal Technician I	506
Traffic Signal Technician II	507
Utility Operator I	501
Utility Operator II	502
Utility Operator III	503

Section 2. Effective Date.

The pay grade shown in Section 9 shall be effective the first day of the first pay period of payroll year 2026 and shall be followed until superseded. Under no circumstances shall employees assigned to this pay grade be paid outside the parameters of the grade, except in cases where section 13 applies. The pay grade features:

- 3% Wage adjustment from the 2025 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 2026, 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 any step in the new range that will give the employee an increase in wage up to the current step number the employee is currently assigned.

Section 5. Demotions.

Employees demoted for any reason will move to any step in the new range that will give the employee a decrease in wage.

Section 6. Reclassifications.

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

Section 7. 2026, 2027, and 2028 Wages.

2026. The pay grades below labeled “2026” shall be effective the first day of the first pay period of payroll year 2026. Employees shall move one step on the first day of the first pay period of payroll year 2026 unless or until the employee is at step 10 or as provided in Section 3 or Section 7.

Section 8. Pay Grade.

The pay grade represents a 3% pay grade adjustment from 2025 to 2026. The parties agree to reopen this Agreement in 2026, following the provisions of Resolution 7511, solely for the purposes of the negotiation of 2027 and 2028 wages.

2026

	1	2	3	4	5	6	7	8	9	10
501	21.55	22.63	23.76	24.95	26.20	27.51	28.89	30.33	31.09	31.87
502	22.22	23.33	24.50	25.73	27.02	28.37	29.79	31.28	32.06	32.86
503	22.89	24.03	25.23	26.49	27.81	29.20	30.66	32.19	32.99	33.81
504	24.44	25.66	26.94	28.29	29.70	31.19	32.75	34.39	35.25	36.13
505	26.87	28.21	29.62	31.10	32.66	34.29	36.00	37.80	38.75	39.72
506	28.69	30.12	31.63	33.21	34.87	36.61	38.44	40.36	41.37	42.40
507	29.56	31.04	32.59	34.22	35.93	37.73	39.62	41.60	42.64	43.71

Section 9. Compensation for Working on a Holiday.

An employee who works on a holiday will receive, in addition to a normal day's pay as provided in Article 14 Section 1, a minimum of eight (8) hours of pay for that day at the rate of one and one-half (1.5) times the regular rate of pay. For employees who work the holiday, only actual hours worked on the holiday count toward the computation of overtime. An employee who did not work the holiday, but who otherwise would have been scheduled to work the holiday, will receive a normal day's pay as outlined Article 14, and those hours of normal pay count toward the computation of overtime.

Section 10. Career Advancement Program.

The career advancement program shall remain in place.

Section 11. Longevity Compensation

Longevity Compensation is available to full-time and part-time regular employees unless otherwise stipulated by an applicable memorandum of understanding 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.

Longevity Parameters:

- A. 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.

Section 12. Out of Class Pay.

Any employee assigned to perform work at a higher classification shall be eligible for out-of-class pay at a range in the classification that they are working that is at a rate not less than 5 percent more than the rate they are currently paid, in the same manner as if the employee had been promoted to that classification. The employee shall not be eligible for such out-of-class pay for two (2) days per pay period. If the acting assignment extends past the second day, the employee shall be paid retroactively to the first day.

ARTICLE 21

PENSION AND DEFERRED COMPENSATION

The Employer 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. 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

Section 1. Term and Extensions

This MOU shall be effective for three years beginning January 1, 2026, through December 31, 2028. 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.

Section 2. Termination

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.

Section 3. 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.

Section 4. Amendment of Memorandum.

All other contractual revisions which do significantly increase or decrease the parties' substantive rights and/or obligations shall be through amendment of this Memorandum. In the event that either the City or the Employee organization would like to amend this MOU before the term of expiration, the same must be approved by a majority vote of both the City Commission and the members of the employee organization.

DATED AND ACKNOWLEDGED THIS 11th DAY OF December, 2025, IN THE CITY OF LAWRENCE, KANSAS

CITY OF LAWRENCE, KANSAS

Craig Owens, City Manager

ATTEST:

Sherri Riedemann, City Clerk



TEAMSTERS UNION LOCAL 696

Michael Scribner, Business Representative