

**RESOLUTION NO. 9123**

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A RESOLUTION introduced by City Manager Brent Trout to decide settlement of labor agreement impasse with the AFSCME, Council 61, Local 1294, Water Division.

WHEREAS, the City of Topeka and the AFSCME Council 61, Local 1294, Water Division (“Water AFSCME”) reached an impasse in in the course of meet and confer proceedings and invoked the impasse resolution procedures required by K.S.A. 75-4332; and

WHEREAS, a public hearing was held by the Governing Body on June 11, 2019; and

WHEREAS, the Governing Body is required to settle the impasse pursuant to K.S.A. 75-4332(f).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TOPEKA, KANSAS, that as required by State law, the Governing Body has reviewed the report of factfinder, Ronald Hoh, and has made a decision regarding the three items remaining at impasse for the Water AFSCME labor agreement covering 2018, 2019 and 2020. When resolving impasse, the Governing Body is required to take action deemed to be in the public interest, including the interest of the public employees involved. The Governing Body has decided that it is in the public interest, and the interest of the employees involved, to resolve the current impasse by adopting the contract changes attached hereto as Exhibits A, B and C.

ADOPTED and APPROVED by the Governing Body on June 18, 2019.

CITY OF TOPEKA, KANSAS

\_\_\_\_\_  
Michelle De La Isla, Mayor

ATTEST:  
  
\_\_\_\_\_  
Brenda Younger, City Clerk

Section 2. Work Schedules.

A. Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations. All work schedules showing the employee's shifts, workdays, and hours shall be posted on applicable divisional bulletin boards. The Employer shall provide at least thirty (30) calendar days' written notice to the Union and the affected employees prior to making permanent changes in work schedules. The thirty (30) day requirement may be waived, with notice to the Union, if mutually agreed to by affected employees and management. Employees will not be sent home early for the purpose of avoiding overtime. Work schedules will not require the employee to work split shifts or consecutive shifts, except in emergencies as stated below in Section 3.

B. The normal work ~~day~~week for employees covered under this agreement shall be forty (40) hours. Except as provided below, the normal work day for employees covered under this agreement shall be 7:00 a.m. to 3:00 p.m. for eight (8) hour employees Monday through Friday, 7:00 a.m. to 5:00 p.m. for ten (10) hour employees Monday through Thursday or Tuesday through Friday, with the exception of Water Plant Operations.

C. Notwithstanding the provisions in Section 2B, second shift schedules ~~during the months of January, February, June, July, August, and September~~ shall be 2 p.m. to 10 p.m. during the weeks in which the second shift is implemented by management. The second shift will be on a seven (7) day rotational basis using the primary call-back list. Employees directed to report for the second shift and actually engaged in work on the second shift will be paid shift differential according to Article 7 §10.

Section 3. Wage Schedule.

(a) 20162018 Wage Matrix

**AFSCME (Water) PAY MATRIX  
 2017 HOURLY PAY SCHEDULES, GRADES & RATES  
 2.85% COLA**

SCHEDULE	DESCRIPTION	GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		
WAT-REG	GRADE 1	W01	12.57	12.76	12.95	13.15	13.35	13.56	13.76	13.97	14.18	14.39	14.60	14.81	15.02	15.23	15.43	15.64	15.85	16.06	16.27	16.47	16.68	
WAT-REG	GRADE 2	W02	14.82	15.05	15.27	15.50	15.74	15.98	16.22	16.47	16.71	16.95	17.19	17.43	17.67	17.91	18.15	18.39	18.63	18.87	19.11	19.35	19.59	19.83
WAT-REG	GRADE 3	W03	16.51	16.76	17.02	17.28	17.54	17.80	18.08	18.36	18.64	18.92	19.20	19.48	19.76	20.04	20.32	20.60	20.88	21.16	21.44	21.72	22.00	22.28
WAT-REG	GRADE 4	W04	18.08	18.35	18.64	18.92	19.20	19.50	19.79	20.08	20.37	20.66	20.95	21.24	21.53	21.82	22.11	22.40	22.69	22.98	23.27	23.56	23.85	24.14
WAT-REG	GRADE 5	W05	20.08	20.38	20.70	21.01	21.33	21.65	21.97	22.29	22.61	22.93	23.25	23.57	23.89	24.21	24.53	24.85	25.17	25.49	25.81	26.13	26.45	26.77
WAT-C1	GRADE 2 + CLASS 1 CERTIFICATION	W12	15.07	15.30	15.52	15.75	15.98	16.21	16.44	16.67	16.90	17.13	17.36	17.59	17.82	18.05	18.28	18.51	18.74	18.97	19.20	19.43	19.66	19.89
WAT-C1	GRADE 3 + CLASS 1 CERTIFICATION	W13	16.76	17.01	17.27	17.53	17.79	18.05	18.31	18.57	18.83	19.09	19.35	19.61	19.87	20.13	20.39	20.65	20.91	21.17	21.43	21.69	21.95	22.21
WAT-C1	GRADE 4 + CLASS 1 CERTIFICATION	W14	18.33	18.60	18.89	19.17	19.46	19.75	20.04	20.33	20.62	20.91	21.20	21.49	21.78	22.07	22.36	22.65	22.94	23.23	23.52	23.81	24.10	24.39
WAT-C1	GRADE 5 + CLASS 1 CERTIFICATION	W15	20.33	20.63	20.94	21.25	21.56	21.87	22.18	22.49	22.80	23.11	23.42	23.73	24.04	24.35	24.66	24.97	25.28	25.59	25.90	26.21	26.52	26.83
WAT-C2	GRADE 2 + CLASS 2 CERTIFICATION	W22	15.32	15.55	15.78	16.01	16.24	16.47	16.70	16.93	17.16	17.39	17.62	17.85	18.08	18.31	18.54	18.77	19.00	19.23	19.46	19.69	19.92	20.15
WAT-C2	GRADE 3 + CLASS 2 CERTIFICATION	W23	17.01	17.25	17.49	17.73	17.97	18.21	18.45	18.69	18.93	19.17	19.41	19.65	19.89	20.13	20.37	20.61	20.85	21.09	21.33	21.57	21.81	22.05
WAT-C2	GRADE 4 + CLASS 2 CERTIFICATION	W24	18.70	18.95	19.20	19.45	19.70	19.95	20.20	20.45	20.70	20.95	21.20	21.45	21.70	21.95	22.20	22.45	22.70	22.95	23.20	23.45	23.70	23.95
WAT-C2	GRADE 5 + CLASS 2 CERTIFICATION		20.50	20.75	21.00	21.25	21.50	21.75	22.00	22.25	22.50	22.75	23.00	23.25	23.50	23.75	24.00	24.25	24.50	24.75	25.00	25.25	25.50	25.75
WAT-C3	GRADE 2 + CLASS 3 CERTIFICATION		16.25	16.49	16.73	16.97	17.21	17.45	17.69	17.93	18.17	18.41	18.65	18.89	19.13	19.37	19.61	19.85	20.09	20.33	20.57	20.81	21.05	21.29
WAT-C3	GRADE 3 + CLASS 3 CERTIFICATION		17.77	18.03	18.29	18.55	18.83	19.10	19.39	19.66	19.95	20.25	20.54	20.85	21.15	21.46	21.77	22.10	22.42	22.75	23.09	23.42	23.77	24.13
WAT-C3	GRADE 4 + CLASS 3 CERTIFICATION		19.10	19.39	19.67	19.95	20.25	20.54	20.85	21.15	21.47	21.78	22.10	22.42	22.75	23.09	23.42	23.77	24.13	24.49	24.84	25.20	25.56	25.92
WAT-C3	GRADE 5 + CLASS 3 CERTIFICATION		20.45	20.75	21.05	21.35	21.65	21.95	22.25	22.55	22.85	23.15	23.45	23.75	24.05	24.35	24.65	24.95	25.25	25.55	25.85	26.15	26.45	26.75
WAT-C4	GRADE 2 + CLASS 4 CERTIFICATION	W43	17.51	17.76	18.02	18.28	18.54	18.80	19.08	19.35	19.64	19.91	20.20	20.50	20.79	21.10	21.40	21.71	22.02	22.35	22.67	23.00	23.34	23.67
WAT-C4	GRADE 3 + CLASS 4 CERTIFICATION	W44	19.08	19.35	19.64	19.92	20.20	20.50	20.79	21.10	21.40	21.72	22.03	22.35	22.67	23.00	23.34	23.67	24.02	24.38	24.74	25.09	25.45	25.81
WAT-C4	GRADE 4 + CLASS 4 CERTIFICATION	W45	21.08	21.38	21.70	22.01	22.33	22.65	22.98	23.32	23.65	24.00	24.36	24.70	25.07	25.44	25.81	26.19	26.57	26.95	27.35	27.75	28.15	28.55

**No Increase to 2017 matrix for 2018**

(b) 20172019 Wage Matrix

**4.59% Increase to 2018 matrix effective 12/15/2018**

(c) 2020 Wage Matrix

**2.53.5% Increase to 2019 matrix effective 12/14/2019**

Section 4. Wage Schedule Administration.

A. Probationary Steps. New hire probationary employees successfully completing their probation period will receive a one (1) step increase in pay. New hire probationary employees will not be eligible for a step increase until their probationary period is successfully completed. For employees that successfully completed probation in 2018, the probationary step increase will commence the first pay period of 2019. The Cross Connection/Backflow Inspector must be certified in their field within six (6) months after obtaining this position to pass probation.

B. Anniversary Steps for 2018. Employees are eligible to receive a one (1) step pay increase for the calendar year 2018~~in 2016 and 2017~~, within the steps identified in Section 3, ~~on the anniversary date of new hire or promotion whichever is applicable~~ which will commence the first pay period of 2019, if they meet the following eligibility:

1. No ~~Level 2, Level 3, or level 4~~ disciplinary actions on the employee's record ~~since~~ between his/her 2017 and 2018 anniversary dates.

2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

C. Anniversary Steps for 2019 and 2020. Employees are eligible to receive a one (1) step pay increase in 2019 and 2020, within the steps identified in Section 3, on the anniversary date of new hire or promotion, whichever is applicable, if they meet the following eligibility:

1. No Level 3 or 4 disciplinary actions on the employee's record since his/her anniversary date.

2. The employee receives an overall annual performance evaluation for the previous year of "Meets Expectations" or better rating.

D. Any new add pays or add pay increases in Article 7, Sections 5, 7, 8, 10, 11, and 13 shall not commence until the first full pay period of 2019.