

OSAWATOMIE CITY COUNCIL
WORK SESSION / MEETING AGENDA
Thursday, September 25, 2008
7:00 p.m., Memorial Hall

WORK SESSION

1. 2007 Audit Presentation
2. Solid Waste Contract
3. Chamber of Commerce Appropriation Request
4. Adjustment of Utility Rates

REGULAR MEETING – 7:30 p.m.

- A. Call to Order
- B. Roll Call

- C. Approval of Agenda
 1. Approve 2007 Audit
 2. Solid Waste Contract
 3. Fees Resolution Adjusting Utility Rates
 4. Consider 2009 Union Contract
 5. Approve Ordinance Directing Action to Remove Structure(s) at 1120 Third Street
 6. Approve Ordinance Directing Action to Remove Structure(s) at 1140 Fourth Street

- D. Executive Session – Personnel Matter of Non-elected Personnel

- E. Adjournment of Regular Meeting

WORK SESSION – Continued:

5. Presentation of Animal Control Processes (drug dog demonstration)
6. Fireworks



CITY OF OSAWATOMIE
439 Main Street
P.O. Box 37
Osawatomie, Kansas 66064
913-755-2146
FAX: 913-755-4164

To: Mayor & City Council of Osawatomie

From: Bret Glendening; City Manager

Re: Presentation of 2007 Audit

Date: September 22, 2008

On September 25, 2008, a representative of Lowenthal, Singleton, Webb & Wilson will present the 2007 Audit to the City. I have the final drafts in my office, if anyone would like to pick their copy up prior to the meeting. Otherwise, given the document's size, I will hand carry them to the meeting.

L & K SERVICES, INC.



510 S. FIRST STREET
LOUISBURG, KANSAS 66053
(913) 837-4637
TOLL FREE (888) 837-4640
FAX (913) 837-5214

August 21, 2008

City of Osawatomie
439 Main
P.O. Box 37
Osawatomie, KS 66064
Attn: Bret Glendening, City Manager

Dear Bret,

Per your request, the following is a list of changes that have been made to the existing contract:

1. In line #3, Consideration. Changes have been made to explain the fuel surcharge and how we arrive at the percentage to be added to or taken away from the rate. You will also see the 3% annual increase built into the contract.
2. In line #4, Bulky Item Pickup. This information was in the addendum dated November 2005, simply providing for and defining the bulky item and tire pickup.
3. In line #9, Compliance with Law. This is a minor change but I have renamed the Miami County Sanitary Landfill to the Miami County Transfer Station.
4. In line #12, Billing. This is really no change. This provides for the 50 cent deduction per customer for the City's billing and collection services.
5. In line #13, Assignment. The wording has been changed to say that consent for the assignment of this Contract cannot be reasonably withheld by the City if the proposed assignee is acceptable to the City.

Please take a look at these changes and call me with any questions or concerns you may have. Thank you for your help with this and for allowing us to provide the City with trash removal. I will look forward to speaking with you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry W. Smith". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Larry W. Smith, President
L. & K. Services, Inc.

CONTRACT FOR COLLECTION OF SOLID WASTE

This contract is made and entered into this 1st day of January 2009 by and between L.& K. Services, Inc. ("Contractor") and the City of Osawatomie, Kansas ("City").

WITNESSETH:

WHEREAS, the City desires Contractor to assume citywide collection of its municipal solid waste in accordance with the terms and conditions of this Contract and Contractor desires to provide said notice.

NOW, THEREFORE, Contractor, for and in consideration of the compensation to be paid by the City in the manner set forth herein, hereby agrees and binds itself and its successors as follows.

1. **Term.** The term of this Contract will commence January 1, 2009, and terminate at midnight December 31, 2013. The City may, in its sole discretion, renew this contract for one successive five-year (5) term upon ninety (90) days written notice to Contractor.

2. **Collection.** Contractor will collect solid waste from each residential curbside or alley as designated by the City and commercial location in accordance with the current collection schedule designed by the City. Operating hours for solid waste pickup shall be 7:00 a.m. until the completion of the route. The City will adjust this schedule monthly, adding and/or deleting location and/or increasing and/or decreasing frequency of collection at locations. Should Contractor deem it advisable to revise this schedule, Contractor will first seek the consent of the City. During the term of this Contract collection practices, schedules and services may be modified under mutual consent and in writing.

3. **Consideration.** Contractor will be paid for its services by the City. The total compensation paid Contractor will fluctuate in relation to the monthly receipts for services. Payment to Contractor will be made by the City by the 15th of the month for the previous month's receipts. Prices are guaranteed for the first year of the Contract with the exception of a review of the fuel surcharge semi-annually. Every six (6) months from the date of this Contract, an average cost of the actual per gallon charge will be figured. Using the base price of three dollars (\$3.00) per gallon, a one percent (1%) adjustment, up or down, will be made for every twenty (20) cent change in fuel prices. Thereafter, prices will be increased 3% annually

with the addition of the fuel surcharge reviewed semi-annually.

4. **Bulky Item Pickup.** Contractor will add one additional pickup per residential household per month for bulky items. Collection shall be provided for all residential refuse customers. Bulky item pickup shall not include bags or boxes of regular trash, loose or scattered materials, construction debris, and liquid waste or hazardous materials. Residents will be required to put all items for bulky item pickup at curbside regardless of their regular trash pickup location. Once each year tires will be picked up with a limit of six (6) per household. This service will not be included in the price for bulky item pickup. The City will be responsible for payment for this service.

5. **Collection Schedule.** Contractor will adhere to the City's existing collection schedule to the greatest extent possible. Should schedule change be required, Contractor shall publish notice of the change in the Osawatomie Graphic at the Contractor's expense.

6. **Collection Misses.** Contractor will notify the City Clerk or City Manager by noon, of any assigned pickup date, if a breakdown of equipment will prevent pickup on that day. In that event, the Contractor must immediately make such pickup, upon the proper repair of equipment, within twenty-four (24) hours thereafter, but in no event later than forty-eight (48) hours from the assigned collection time.

Failure to pickup trash and refuse at a service pickup point shall not be grounds for termination of this Contract, unless prior written notice shall be given to the Contractor and the Contractor shall fail to service said pickup point within twenty-four (24) hours after receipt of said notice. A representative of Contractor shall report to City Hall at anytime requested by the City. The City will encourage the public to contact City Hall or L.& K. Services, Inc. whenever a pickup is missed.

7. **Equipment.** Contractor shall use proper and suitable equipment and employees to perform the duties hereunder and shall perform same in a competent manner. Contractor shall keep all equipment clean and in a condition so that the equipment will not emit noxious odors. The Contractor will operate solely using single-axle equipment to remove residential solid waste from the City. For non-single axle equipment usage, Contractor must receive prior approval and consent from the City.

8. **Holidays.** In the event that Contractor will not provide pickup service on

the scheduled collection date due to any Federal or State holiday, Contractor will notify residential and business customers by publication, at Contractor's expense, of that revised collection date at least three (3) business days prior to said Federal or State holiday. See Schedule A for schedule.

9. **Compliance with Law.** Contractor will at all times comply with all Federal, State and local laws, ordinances, orders and regulations. Waste collected by Contractor shall only be disposed of at the Miami County Transfer Station or at an approved Subtitled D landfill or an approved transfer station approved by the City. All disposal costs are the responsibility of the Contractor. The Contractor shall observe all City ordinances relating to obstructing streets and keeping passageways open. The Contractor is granted the privilege of using the streets for the purpose of doing work specified in the Contract, but is not granted the exclusive use of the streets. The Contractor shall perform all work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners.

10. **Indemnification.** Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits, claims and other actions whatsoever arising from acts, omission and negligence of Contractor, its employees, servants and agents. Further, the Contractor will indemnify and hold harmless the City, its representatives, agents and employees from all loss, damages, suits and claims for injury or damage received, sustained or allegedly received or sustained by the Contractor, its employees, servants and agents, including any claim made by virtue of Worker's Compensation.

11. **Insurance.** Contractor will maintain, at all times during the term of this Contract, employer's liability, automobile liability and general liability insurance in the amount of one million dollars (\$1,000,000.00), single limit coverage. The insurance coverage shall list the City as an additional insured under the provisions of the policy or policies. Such insurance coverage shall protect Contractor and the City against all claims for the operations of all motor vehicles by Contractor or its employees, whether they are owned or non-owned. Such coverage shall protect Contractor and the City against all claims arising from injuries to any person or damage to property of others arising out of any act or omission of Contractor, its agents or employees. Contractor shall provide and maintain insurance with a minimum limit of one million dollars (\$1,000,000.00) to protect the City against any

and all claims for damages for personal injury, including accidental death, as well as claims under this contract, whether such operations be by the Contractor or by any of its agents or employees or by anyone directly or indirectly employed by the Contractor. Such insurance policy shall name the City as an additional insured under the provisions of the policy. The policies of insurance referred to in this paragraph shall provide that no cancellation or change shall be made with regard to said policy unless the insurance company first gives the City ten (10) days written notice by certified mail prior to the cancellation or change. The lapse of any insurance coverage required under this Contract shall result in immediate termination of this Contract. Further, Contractor shall maintain Worker's Compensation Insurance to fully protect Contract. Contractor shall file with the City a certificate from the insurer that the policy or policies are in full force and effect and that the same will not be altered, amended or terminated without a thirty (30) day prior written notice having been given the City.

12. **Billing.** The City will bill and collect for services for which the City will deduct fifty (50) cents per customer per month from the monthly compensation earned by the Contractor. The Contractor compensation will be based solely on gross receipts from payments of services performed.

13. **Assignment.** This agreement is binding upon the parties hereto and their successors, legal representatives and assigns; provided, however, that Contractor may not assign this Contract without express consent of the City, and such consent will not be reasonably withheld by the City if the proposed assignee is acceptable to the City.

14. **Default.** In the event the Contractor shall fail or refuse to perform his duties and obligation, or shall become insolvent, or shall become the subject of a proceeding of bankruptcy, or shall become the subject of any proceeding for the appointment of a receiver or in the event of an assignment by Contractor for the benefit of its creditors, or the taking of trucks, equipment, vehicles and other facilities used in connection with the performance of the work under any execution against Contractor, in any such event, City may at its option, upon five (5) days written notice, declare the Contractor to be in breach of this Contract. City may terminate the Contract and declare same cancelled and terminated and shall, in addition, be entitled to recover damages and take such other actions and seek such other remedies as may be permitted by law.

RESOLUTION NO. ____

**A RESOLUTION REVISING THE ANNUAL
FEE RESOLUTION NO. 592.**

WHEREAS, a “comprehensive fee listing” promotes efficiency and expediency regarding City fees and charges; and

WHEREAS, the Governing Body shall at least annually review, prior to the next fiscal year’s budget all fees and charges; and

WHEREAS, the Governing Body has contracted to study both the electric and water service rates and the results of said study found adjustments needed to be made; and

WHEREAS, the purpose of this resolution is to only make downward adjustments to electric service rates, and upward adjustments to water service rates.

BE IT RESOLVED BY THE CITY OF OSAWATOMIE, KANSAS, that the fees and charges in Exhibit A attached be established.

SECTION ONE: Resolution No. 592 and all fees that are in conflict with this Resolution regarding fees and charges are hereby repealed.

SECTION TWO: This Resolution shall take effect upon publication once in the Osawatomie Graphic.

PASSED AND APPROVED by the Governing Body of the City of Osawatomie, Kansas this 13th day of December, 2007, a majority being in favor thereof.

APPROVED AND SIGNED by the Mayor.

Philip A. Dudley
Mayor

(SEAL)

ATTEST:

Ann Elmquist
City Clerk

Ord 3422	ELECTRIC SERVICE RATES				
	Residential				9/25/08
	Customer charge	\$10.00	\$10.00		
	First 100 kwh per month	\$0.156/kwh	\$0.150/kwh		
	Next 400 kwh per month	<i>New equalized billing to be effective</i>	\$0.100/kwh	\$0.096/kwh	
	Next 1,000 kwh per month	<i>on the June billing (first bill when old</i>	\$0.079/kwh	\$0.076/kwh	
	All over 1,500 kwh per month	<i>summer rates would be effective)</i>	\$0.077/kwh	\$0.074/kwh	
		(Plus Energy Cost Adjustment charge)			
	Small General				
	Customer Charge	\$15.00/\$15.00	\$15.00		9/25/08
	First 100 kwh per month	\$0.137/kwh	\$0.126/kwh		
	Next 400 kwh per month	\$0.121/kwh	\$0.111/kwh		
	Next 1,500 kwh per month	\$0.103/kwh	\$0.095/kwh		
	Next 3,000 kwh per month	\$0.100/kwh	\$0.092/kwh		
	Next 5,000 kwh per month	\$0.088/kwh	\$0.081/kwh		
All over 10,000 kwh per month	\$0.082/kwh	\$0.075/kwh			
	(Plus Energy Cost Adjustment charge)				
Large General					
Demand	\$5.81/kwh	\$5.35/kwh		9/25/08	
First 150 kwh per month	\$0.068/kwh	\$0.063/kwh			
Next 150 kwh per month	\$0.062/kwh	\$0.057/kwh			
All additional kwh	\$0.053/kwh	\$0.049/kwh			
Customer Charge	\$75.00/mo	\$75.00/mo			
Minimum bill	demand + cc	demand + customer chg			
	(Plus Energy Cost Adjustment charge)				
Outside City limits		50% over rates listed above		12/14/06	
City Use					
First 100 kwh per month	\$0.115	\$0.115 per kwh		10/12/95	
All over 100 kwh per month	\$0.083	\$0.083 per kwh			
	(Plus Energy Cost Adjustment charge)				
Energy Cost Adjustment Charge - weighted average of 3 most recent months	Same	Add 0.1 mill/kwh for each 0.1 mill over 50.0 mills or subtract for under 50.0 mills		7/28/05	
Service Connection					
Regular meter - residential & small commercial - 200 amps & less		\$500.00			
Demand meter - 400 amps & more		\$750.00			
Padmount transformer		cost + labor + 10%			
Temporary Electric Hookup					
rate	as applicable	as applicable			
installation		\$100.00			

CM Memo	deposit	as applicable	\$100.00		
	Security/Yard Lights				
	monthly rate	175 watt	\$7.50	\$9.50 per month	12/14/06
		400 watt		\$20.00 per month	12/14/06
	installation		\$60.00	\$100 per light	
	pole		\$60.00	\$100 per pole	
	after hours repair			\$125/hr equipment charge + \$75/hour per employee	
Res 557	WATER SERVICE RATES				
	Residential				9/25/08
	First 1,500 gallons per month		\$11.28	\$11.62 minimum per housing unit	
	Next 2,200 gallons per month		\$.37/hundred gal	\$.38 per hundred gallons	
	Next 3,700 gallons per month		\$.32/hundred gal	\$.33 per hundred gallons	
	Over 7,400 gallons per month		\$.30/hundred gal	\$.31 per hundred gallons	
	Commercial				
	First 1,500 gallons per month		\$16.49	\$16.98 minimum	
	Next 2,200 gallons per month		\$.37/hundred gal	\$.38 per hundred gallons	
	Next 3,700 gallons per month		\$.32/hundred gal	\$.33 per hundred gallons	
	Next 67,400 gallons per month		\$.30/hundred gal	\$.31 per hundred gallons	
	Over 74,800 gallons per month		\$.25/hundred gal	\$.26 per hundred gallons	
	Outside City Limits			50% over rates listed above	12/14/06
	State Hospital and Rural Water Districts				
	First 7,500 Gallons, Minimum		\$28.44	\$32.71 per thousand gallons	
	Excess		\$2.04	\$2.35 per thousand gallons	
	Bulk Water Sales (at City Warehouse)				
	Per Thousand Gallons		\$4.27	\$4.40	9/25/08
Per 100 Gallons		\$0.43	\$0.44	9/25/08	
State Water Protection Fee - State mandated		\$0.032	\$0.032 per thousand gallons		
New Service Connection - tap, service line & meter					
3/4 inch meter or 5/8 inch meter		\$350.00	\$750.00		
meter larger than 3/4 inch		time & material	time & material + \$750.00		
Temporary Water Service					
rate		bulk water	bulk water rate		
installation			\$25 + installation cost		
deposit			\$500 meter deposit		
fire hydrant water meter deposit		\$1,200.00	\$1,200.00		

1-1-2009 / 12-31-2009

AGREEMENT

BETWEEN

City of Osawatomie

AND

LOCAL UNION NUMBER 304 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

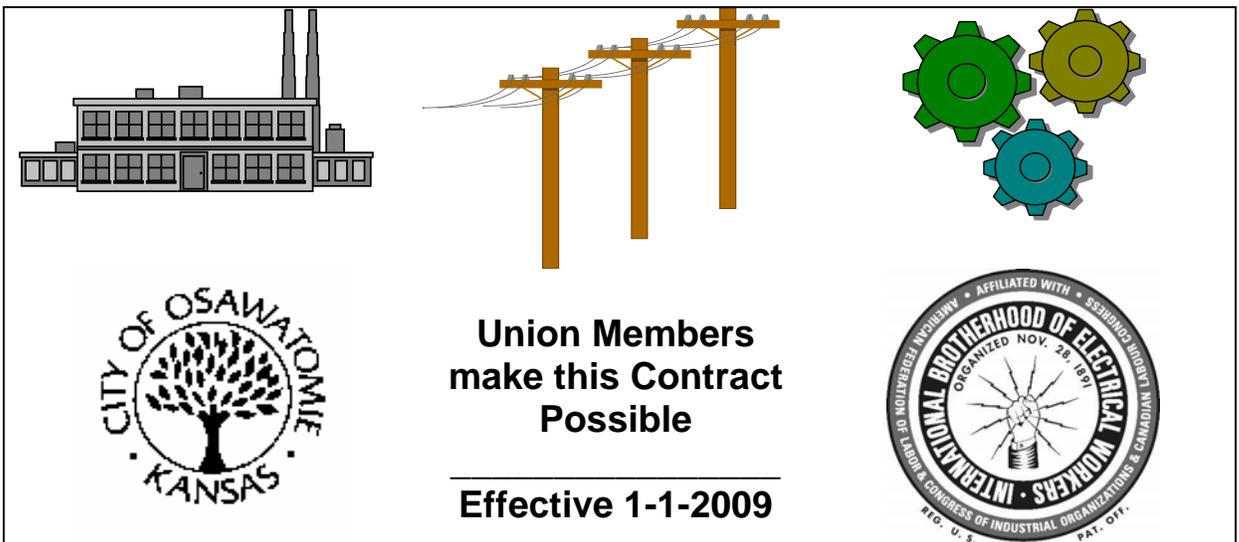


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AGREEMENT

This agreement made and entered into this 3rd day of September, 1981, between the Governing Body of The City of Osawatomie, Kansas, a Municipal Corporation, hereinafter referred to as "City", and Local Union No. 304 of The International Brotherhood of Electrical Workers, hereinafter referred to as "Union".

TERM

1. This agreement shall take effect as of the 1st day of January, 2009, and shall remain in full force and effect to and including the 31st day of December, 2009, and thereafter from year to year unless changed or terminated as hereinafter provided.

2. This agreement may be terminated by either party giving notice in writing to the other at least sixty (60) days prior to the first day of January, 2010, or at least sixty (60) days prior to the first day of January of each year thereafter.

3. In the event either party desires to modify or amend this agreement without termination thereof, and thereby extend the primary term thereof as herein before stated, then the party desiring such modification or amendment shall serve written notice and specification of each such desired modification or amendment upon the other party at least sixty (60) days prior to the 1st day of July, 2009, or at least sixty (60) days prior to the 1st day of July of each year thereafter, and upon such notice being given, the parties hereto shall promptly meet and confer for the purpose of negotiating concerning such proposals; provided, however, this agreement may be amended at any time by mutual agreement of the parties.

SCOPE OF AGREEMENT

4. The City recognizes the right of its employees in the Departments and classifications covered by this agreement to bargain collectively through representatives of the Union, which represents that it has been designated or selected by a majority of the employees of the City within the departments and classifications covered by this agreement. The provisions of this agreement shall apply to all employees of the City within the departments and classifications covered by this agreement regardless of membership in the Union by such employees.

5. This agreement, while in effect, shall apply to the departments and classifications specified in the schedules hereto attached, marked "Exhibit A", which are a part of this agreement.

6. When a majority of the employees in any department not covered by this agreement desire the Union to represent them for the purposes of collective bargaining, and the Union gives written notice of such fact with supporting evidence to the City, the City and Union shall, recognize those employees covered by the current contract. Employees added to the Union during the term of the contract will be covered by terms of the contract except that negotiations for a schedule will not commence until the contract is renegotiated.

EMPLOYER'S RIGHTS

7. The City retains the right to manage and supervise its property and equipment, and the right, in accordance with applicable laws and regulations:

- a. To direct employees and to designate work schedules and shifts of employees within each department; subject however, to the provisions of paragraph 30 of this agreement;
- b. To hire, promote, transfer, assign and retain employees and to suspend, demote, discharge or take other disciplinary action against employees;
- c. To relieve employees from duties because of lack of work or for other legitimate reasons;
- d. To maintain the efficiency of the City operations entrusted to the Governing Body of the City;
- e. To determine the methods, means and personnel by which such operations are to be conducted;
- f. To grant and/or extend leaves of absence and to determine if benefits will continue during such leaves of absence;

- g. To take whatever other actions may be necessary to carry out the functions of the City in situations of emergency;
- h. The City shall have the right to discontinue any operation or service in entirety, lay-off personnel employed in such function, and contract for such services operation or function. The City will endeavor to absorb or find employment with subcontractor for any employees laid off as a result of work being contracted.
- i. The City shall have the right to grant or extend benefits including the use of sick leave and vacation without establishing past practice.

Nothing in this agreement shall be construed as imposing an obligation upon the City to consult or negotiate with the Union concerning such areas of discretion and policy as the mission and function of the City, its budget, the organization and assignment of its personnel, or the technology of performing its works, are concerned.

PROMOTIONS

- 8. Promotions shall be based on considerations of:
 - a. Seniority within an employee's department;
(All others of equal importance)
 - b. Qualifications; Knowledge and skills
 - c. Ability
 - d. Initiative
 - e. Disciplinary problems

Taken together collectively; all of elements b, c and d being reasonably equal, seniority shall prevail. When an employee is promoted, he shall be given a reasonable period of time in which to become acquainted with the new position and prove his ability to fill such position to the satisfaction of the City. If the employee, after a reasonable period of not less than thirty (30) days nor more than ninety (90) days shall prove to be incapable of properly filling the position, he shall be returned to his former position without loss of seniority, and other employees shall consent to such demotions or returns to former positions as are necessary for such employee to resume his prior position.

Additionally, the promoted employee may request to return to his previous position within thirty (30) days of his beginning duties in the promoted position. In such case, the employee's department head will place the employee in his previous position or similar position within a reasonable length of time.

Lines of promotion, where indicated, shall be from lower to higher numbers in the following schedules and the job classifications and wage rates shall be shown.

VACANCIES

9. When a job vacancy occurs in a department:

1. Notice of such vacancy shall be simultaneously posted in that department and City-wide for seven (7) days and a copy shall be provided to the Union Steward and mailed to the Union office. Employees shall notify the personnel office in writing of their desire for consideration of such vacancy. Employees within the department in which the vacancy exists shall be given first consideration in filling the vacancy.

2. Qualifications, knowledge, skills and ability being reasonably equal, seniority of applicants shall prevail in the filling of such vacancies.

3. The City may fill a vacancy temporarily until another employee can be obtained through the procedure set forth above.

4. When an "in-house" assignment is made, employee awarded position will be notified within ten (10) working days. Employees will be transferred to new position within 45 days, unless replacement for that person has to be hired from "outside" current city employees.

SENIORITY

10. Seniority shall be governed by the following:

a. Seniority shall be established by employment with the City as defined by the attached exhibit of job classifications. Seniority shall be measured by the time of employment with the City, except that seniority and the employment relationship shall be broken and terminated if an employee:

1. Quits.
2. Is discharged for just cause;
3. Is absent from work for three (3) consecutive working days without diligent effort to give notification to the City;
4. Is laid off and fails to report to work within seven (7) days after having been recalled;
5. Is absent from work for any reason other than industrial accident or authorized sick leave for six (6) months, or for a period of time equal to the seniority of the employee, whichever is shorter;
6. Fails to report to work at the termination of a leave of absence;
7. If an employee on a leave of absence for personal or health reasons accepts other employment without permission of the City;
8. If such employee is retired.

b. Seniority shall be on a City-wide basis and shall entitle an employee to preferential consideration with respect to promotion, lay-offs due to lack of work and rehiring, as follows:

1. Within his respective department as defined under the wage schedules;
2. In other departments when a vacancy exists, which cannot be filled by an employee within such department.
3. Any employee subject to layoff may exercise bumping rights in the following order:
 - (1) Displace any seasonal or temporary employees.
 - (2) Displace the employee with the least continuous service in the same department.
 - (3) Displace the employee with the least continuous service in an equivalent or lesser job classification in another department.Provided the employee meets all the required Qualifications, knowledge, skills and ability.

LEAVE OF ABSENCE

11. Upon written request of an employee, a maximum of six (6) months leave of absence, without pay, may be granted provided that the employee can be spared from duty and provided that other employment is not taken by the employee during such leave without written permission of the City. It is further understood and agreed that an employee's failure to report at the

end of his six (6) months leave will be considered a voluntary resignation, unless City extends such leave.

All benefits shall be reinstated upon the employee's return, but these benefits shall not accrue during the leave of absence.

COOPERATION

12. The Union agrees that there shall be no strikes, work stoppage, slow downs or walk outs during the term of this agreement or any extension thereof. Any disputes between the parties hereto, except as herein limited, will be settled as specified and provided in paragraphs 11 to 16, inclusive, of this agreement. The Union will cooperate with the City in maintaining and improving safe working conditions and practice, improving cleanliness and good housekeeping of plant, machinery and equipment.

SETTLEMENT OF DISPUTES

13. Any employee having a grievance covered by the terms of this agreement, and pertaining to the promotion, demotion, lay-off, discharge or discrimination, or any dispute which shall arise between the Union or its members and the City with respect to the interpretation or application of any of the terms or provisions of this agreement during its term shall be determined by the procedure set forth in this Article. No grievance shall be considered unless written grievance is submitted in accordance with this Article within fifteen (15) calendar days from its occurrence, or within fifteen (15) days of when the infraction could have been reasonably known by the grievant.

Step #1 – A bona fide attempt to resolve any dispute shall be made by the affected employee, with his/her Union representative, and the employee's immediate supervisor before a written grievance is filed.

Step #2 If the grievance is not settled in the appropriate supervisor, it shall be submitted in writing to the next level of management or the appropriate Department Head or their designated representative who shall give the employee and Union Representative an opportunity for a hearing on the written grievance. He/She shall render his/her decision in writing to the Union within seven (7) work days after the hearing. In the event the

grievance is not satisfactorily adjusted at this step, it may be appealed to Step 3 within ten (10) work days from receipt of the written answer.

Step #3 – In the event the grievance is not settled in Step # 2, the grievant may appeal to the City Manager or his/her designated representative who shall give the employee and Union Representative an opportunity for a hearing on the matter within ten (10) work days after the grievance is submitted to him/her. He/She shall review the grievance conduct whatever investigation of the facts that is necessary. The City Manager shall render his/her decision in writing to the Grievant within five (5) work days after hearing the grievance.

14. There shall be a sincere effort, during every step of the grievance, to adjust the grievance. There shall be nothing to prohibit an extension of time during any of the steps through written mutual agreement between the Grievant and all other parties involved in the step.

15. In the event of failure to adjust a grievance in the manner provided above, the grievance shall be submitted to a Board of Arbitration consisting of a Representative to be selected by IBEW Local Union 304, and the City Manager, and a third disinterested person. The third disinterested person shall come from a list of five (5) names to be submitted from the Public Employees Relations Board, regarded as competent and impartial from which the third member shall be selected by elimination as follows: The Union to strike one name and the City to strike one name; the Union to strike another name and the City to strike another name.

This Board shall hear and determine all disputes presented to it within a period of fourteen (14) days from the date any matter is first referred to it, unless an extension of time is mutually agreed to between the Business Manager and the City Manager.

a. Each party shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator. The expense of the third arbitrator and incidental expenses of arbitration shall be borne equally by the parties hereto.

16. All disciplinary action shall be in writing and signed by the party who makes them, and will include a statement of the reasons for such disciplinary action.

17. Any employee who is reinstated to employment after hearing as provided above shall return to work within three (3) days or forfeit seniority rights and be subject to dismissal.

18. The Board of Arbitration shall not have the authority or right to alter, modify or change in any way the express provisions of this agreement.

RECOGNITION OF STEWARDS

19. The City recognizes the right of the Union to designate stewards who shall be recognized as representatives of the Union, as herein provided. No steward shall be discriminated against by the City, or its representatives because of the faithful performance of his duties as steward. No steward shall permit his activities and duties as steward to interfere with his normal duties and activities in connection with his employment by the City.

NO DISCRIMINATION OR COERCION

20. The City and Union agree that there will be no discrimination or coercion against any employee because of membership or non-membership in the Union.

LAY-OFFS AND REHIRES

21. Lay-offs or demotions because of lack of work or reduction of force shall be according to and based on those elements set forth in the Section Promotions and Seniority and all such elements being equal, seniority shall prevail. When adding to forces, employees who have been displaced or laid off during the last twenty-four (24) months will be returned to their former position and no posting will be required. If there are no recalls, the job vacancy should be posted and filled upon the same basis and consideration of elements provided for by promotions herein and such elements also being equal, seniority shall prevail. The notification of recall will be sent by certified mail to last known address on file at City hall.

DISCHARGE

22. An employee shall be subject to dismissal, suspension or disciplinary action for:

- a. Insubordination;
- b. Disregarding established safety rules or orders;
- c. Drunkenness;

- d. Dishonesty;
- e. Acts not conducive to safe and efficient performance of duty;
- f. Acts or conduct disruptive to the orderly conduct of the City Government, its citizenry, elective officials, supervisors, and other personnel;
- g. Failure to carry out orders; or assigned duties;
- h. Failure or refusal to follow grievance procedures provided by this agreement;
- i. Violation during working hours of any law or ordinance;
- j. Harboring a disease which will endanger fellow employees;
- k. The use or possession of intoxicating liquor or beer during working hours; and/or the use of intoxicants or beer prior to the scheduled or assigned working hours which prevents the proper discharge of duties;
- l. Habitual use or possession of habit forming or illegal drugs;
- m. Habitual tardiness in reporting to work; and
- n. Just cause.

WAGES, CLASSIFICATIONS AND PROGRESSION

Job classifications, steps within certain classifications, rates of pay and progression from classification to classification within each department shall be as set forth in the Wage Rates section, wages are effective January 1 2009. The wages set forth in the Wage Rates section shall be adjusted for cost of living increase of 4%. No Employee will be paid under the minimum of their classification. In addition, effective January 1 2009, an employee may receive up to 3% merit raise based on a Performance Recognition Process, involving the employee and his Department Head, with the information given to the City Manager, if the PRP shows that the employee falls below performance levels, the employee may receive any amount less than or none of the 3%, but will be given specific goals and reevaluated at any time within six (6) months. After the second PRP, the employee may receive an additional amount up to the 3% merit increase, provided the specific goals given the employee at the last performance review are met.

SICK LEAVE

24. All matters relating to sick leave shall be governed by the following:

- a. Sick leave shall be accrued by all employees, on the basis of one (1) full working day for each full month of employment in the calendar year, or

a total of twelve (12) working days each full year of employment. Sick leave may be accumulated to a maximum of one hundred twenty (120) days and any unused sick leave accumulated during the calendar year shall be carried to the employee's credit for the next year, provided it does not exceed the maximum one hundred twenty (120) days.

b. Sick leave shall accumulate and may be granted to any employee during his probationary period.

c. An employee who enters the service of the City prior to the sixteenth (16th), or who leaves employment with the City after the fifteenth (15th) day of any month shall earn a day of sick leave for that month.

d. Sick leave is accumulated and charged in periods of hours only.

e. After an employee's accumulated sick leave has been exhausted, and when requested, unused vacation leave may be used as sick leave. When absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until such employee returns to work.

f. Employees who become ill during the period of their vacation may, upon presentation of proper evidence and a signed statement, request that their vacation be temporarily terminated and such illness time charged to sick leave during the period of such illness. Vacation days unused may then be taken later in the year at such time as may be agreed upon by the employee's supervisor and the employee.

g. Maternity leave will follow the guidelines as set forth in the Federal Maternity Leave Act.

h. On termination of employment of any employee with the City, such employee shall not receive any pay or credit for accumulated and unused sick leave, except:

1. An employee eligible for retirement and retiring shall be paid for 50% of his/her accumulated sick leave at his or her hourly rate; provided the employee has accrued, 85% of the maximum possible, and provides one year notice in writing, to the City of intent to retire.

2. In the event of death of an employee, the City will pay accumulated sick leave not to exceed 50% at the employee's hourly rate, provided the employee has accrued, 85% of the maximum possible, to the employee's beneficiary(s) designated as such on the City retirement program.

i. Sick leave shall be for the purpose of permitting an employee to be relieved of his or her duties during actual illness, and may not be used under any other circumstances except as specified in this agreement. An employee who uses his/her sick leave without just cause may be dismissed from their employment. A department head may require an employee to furnish a signed statement on a form supplied by the City, from a licensed physician attesting to any illness of such employee for which sick leave is used or requested. The cost of such statement or certificate shall be paid by the City if the physician certifies such employee to be sick and unable to perform his or her regular duties. If an employee shall refuse any request for such statement, such employee shall not be entitled to sick leave payment for the alleged illness and may be subject to discipline up to and including termination for use of sick leave without just cause.

j. Critical illness of a member of the immediate family, husband, wife or child only, will give the employee just cause to remain with them of necessity, and the employee may elect to charge such time to sick leave. Department heads may require satisfactory proof of such illness or the need for attending a member of the immediate family, and shall disallow sick leave payment in absence of such proof. If an employee does not furnish satisfactory proof of such illness, such employee shall not be entitled to sick leave payments for the alleged illness and may be subject to discipline up to and including termination for use of sick leave without just cause. The City Manager may extend the use of sick leave for other than the employee's immediate family, as defined above, when the City Manager deems it to be extenuating circumstances.

k. An employee who is absent by reason of an on-duty accident may elect to receive his or her unused sick leave accumulations to supplement payments which may be received under the Workman's Compensation Law to the extent that the combined amounts do not exceed the regular wages per week of the employee during such portion of the period of disability as the employee may have accumulated sick leave, and said allowances shall be charged proportionately against such employee's sick leave

accumulations. Sick leave allowance shall apply to the waiting period under the Workman's Compensation Law of Kansas.

I. The city will provide a wellness program to all covered employees which shall entail a negotiated membership rate to the Miami County YMCA.

VACATION

25. The following shall govern vacation leave and pay:

Years of Employment	Hours Earned	Maximum Accrual
Less than 5 Years	8 hrs Month	160
After 5 but less than 10	10 hrs Month	200
After 10 but less than 15	12 hrs Month	240
More than 15 Years	14 hrs Month	240

Years of Employment are based on continuous service with the City, earned on a monthly basis.

a. An employee who enters employment with the City prior to the sixteenth (16th), or who leaves after the fifteenth (15th) of any month, shall earn vacation leave for that month. No employee shall be paid for any vacation leave during the first six months of employment except upon termination.

b. Except in case of emergency, employees are expected to request vacation time at least two weeks in advance of the beginning date of the proposed vacation. When giving one month or more advance notice, tentative approval of vacation will be given within one week of vacation request submittal, and final approval will be given two weeks in advance of the proposed vacation date.

c. Department heads shall schedule vacation, giving due consideration to the request of employees in the order of their seniority, the needs of the service and the ability of the remaining staff to perform the work of that department.

d. Upon termination of service with the City, either voluntarily or otherwise, an employee who has accrued unused vacation leave shall be paid for same at his regular daily rate of pay times the number of vacation hours accrued and unused.

e. Temporary and seasonal employees shall not earn vacation leave nor be entitled to vacation pay upon separation.

f. Any City holiday as set forth in this agreement which shall occur during an employee's scheduled vacation period shall not be counted as a day of vacation.

g. Use of vacation time shall not be approved in periods of less than eight (8) hours unless such schedule will not interfere with the duties of the department, or such schedule is necessary to meet an emergency.

h. The length of vacation leave in hours of permanent part-time employees shall bear the same proportion to a regular vacation as the work time of a full time employee bears to a regular work week in the employee's department. As an example if a part time employee works 20 hours per week their allotment would be $\frac{1}{2}$ the allotment of a regular full time employee.

i. No cash payments for unused vacation leave shall be made except upon termination, retirement or death of an employee. Cash payments in lieu of vacation to persons currently employed shall not be permitted.

FUNERAL LEAVE

26. An employee shall be allowed time off not to exceed three (3) working days when his presence is reasonably required to be with his immediate family on account of death except when the member resides more than 300 miles from the city, then time off shall not exceed five (5) working days, and the same shall be reported by the employee to his or her department head when leave is requested and taken. This leave shall be with pay but shall not be granted until the employee has six (6) months of continuous service in the employment of the City. "Immediate family" is agreed to mean: husband, wife, child, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, grandparent or grandchild of spouse, foster parent, foster child, daughter-in-law, son-in-

law. Husband or wife may be defined as a common law or domestic partner of not less than six (6) months and shall then also apply to the extended family of each as herein defined.

27. Department heads may require satisfactory proof of such funeral leave and may disallow such leave in absence of such proof. Employees who use funeral leave without just cause shall be subject to disciplinary action up to and including termination.

PROBATIONARY OR TEMPORARY EMPLOYEES

28. All new employees of the City shall be employed and shall establish their employment on the basis of six (6) months probationary period, during which time the City may discharge any employee within such probationary period, for any reason, without specification or cause. After completion of such probationary period, an employee shall be deemed a regular employee and his seniority and all fringe benefits to which he shall be entitled shall date from the first date of employment.

29. If an employee is changed from temporary to permanent status, such employee shall be given service credit for sick leave, vacation leave and other benefits that are allowed regular employees, retroactive to his original date of service, but with a maximum accumulation of one year's vacation or sick leave benefits.

GENERAL RULES AND REGULATIONS

30. The following general work rules and regulations shall apply.

a. Forty (40) hours shall constitute a basic, average weekly work period.

b. An employee required and authorized to work in excess of forty (40) hours in any weekly work period shall be paid at time and one-half (1 1/2) times his regular rate of pay or 1.5 hours of compensatory time for every one (1) hour worked in lieu of monetary compensation time at the employee's election. Maximum comp time accrual shall be eighty (80) hours. Compensatory time may not be carried over from calendar year to calendar year except where scheduling will not allow time off, in such case employee will be paid for compensatory time.

c. Any employee who is required and authorized to work outside his basic work day shall receive one and one-half (1 1/2) times his regular rate of pay, or 1.5 hours for every one (1) hour worked at compensatory time at the employee's election. Maximum comp time accrual shall be eighty (80) hours. Compensatory time may not be carried over from calendar year to calendar year except where scheduling will not allow time off, in such case employee will be paid for compensatory time.

d. When an employee works four (4) hours of continuous overtime he/she will be afforded a one-half (1/2) hour lunch to be paid for at the applicable rate, and every four (4) hours thereafter until such overtime period has ended.

e. Work days, hours and shifts of employment shall be established by the City, provided that eight (8) hours shall constitute a regular work day. Generally work day hours are from 7:30 a.m. to noon and from 12:30 p.m. to 4:00 p.m., Monday through Friday and shall include time from storeroom to storeroom four ways. If other work hours or shifts are established, the City agrees to notify the Union at least ten (10) days prior to any such changes

f. Shifts may be traded between employees of equal or greater classification provided that the employees trading shifts share at least the minimum knowledge, skills ability and qualifications necessary to perform the jobs for which they are agreeing to accept and with the consent of the department head. All shift trades must be completed within the same pay period.

g. No employee shall work overtime or be paid overtime unless such overtime work is authorized by the Department Head or the City Manager and no pyramiding shall be allowed.

h. Pay days shall be bi-weekly for a two week pay period, not later than one week after the close of the related pay period. If the regular pay day falls on a holiday, or day observed as such, pay day shall be on the day preceding such holiday, or day observed as such.

i. When an employee is required to change his regular scheduled work hours from one period to another, the change shall be for a minimum of five (5) days, unless agreed otherwise in advance.

j. When an employee is notified to change his regular scheduled shift, he shall be given at least eight (8) hours notice in advance.

k. Employees are expected to accept and work overtime when called on to do so. A "Balance of Overtime" list will be maintained, to ensure equal distribution and accounting of overtime hours.

l. An employee who is unable for any reason to report for work shall be expected to notify his supervisor, or City Hall, where practicable, in sufficient time to permit the supervisor to make arrangements for a substitute. Except in extenuating circumstances, the City shall receive notification from the employee or his designee of the reason for the employee's absence within twenty-four (24) hours of the employee's absence from work if notification was not given prior to the employee's shift.

m. The City will not require employees to do construction or maintenance work out of doors during severe weather unless such work is necessary to protect life, or property threatened with distress or maintain service to the public.

n. For safety purposes there shall be no less than two (2) employees on duty at all times at the power plant when generating.

HOLIDAYS

31. The following days or days observed as such, shall be paid Holidays at straight time pay, if the employee is not required to work:

New Year's Day	Veteran's Day
Martin Luther King Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas
Labor Day	Employee's Birthday
Washington's Birthday	(after completing one (1) yr. of serv.)

A holiday falling on a Saturday will be observed on Friday, a holiday falling on Sunday will be observed on Monday, except for shift workers, they will observe the holiday on the day it falls.

In order to be eligible for holiday pay the employee must work on the last working day preceding the holiday and the first working day after the holiday, unless absent on paid leave.

Employee's Birthday may be taken any time within the week it falls. There shall be no pyramiding of overtime pay.

32. When an employee is scheduled or required to work on any of the above named holidays, or days observed as such, he will receive his regular holiday pay plus one and one-half (1 1/2) times his basic rate for each hour worked during his basic work day. Employees working holidays, or those observed as such, will receive the appropriate amount of overtime for cash compensation, no allotment will be allowed to be deferred for employee "comp" time off accrual.

OVERTIME PAY

33. When any employee is called for work by the City between the time of the close of his regular work day and his starting time on the following day, he shall receive overtime pay for such work as follows:

a. Minimum of two and one-half (2 1/2) hours pay at one and one-half (1 1/2) times his basic rate for all call-out work after the close of his regular work day. When an employee is called within two (2) hours of a regularly scheduled work shift the employees shall be paid for the actual time worked plus one-half (1/2) hour.

b. The employee shall receive a minimum of two and one-half (2 1/2) hours pay at the applicable rate for the first call. If any additional call is received within such two and one-half (2 1/2) hours projected time period, then the employee will receive overtime pay at the applicable rate for time actually worked after the expiration of the original two and one-half (2 1/2) hours minimum.

c. In the event of a threatened severe storm or other general emergency, an employee whose services ordinarily would be required in such emergency; and who is not in his regular place of residence, shall, if practicable, telephone his work headquarters or supervisor to determine if his services are needed. In addition an employee on a call out will stay on property for his/her full call out period when such emergency or storm is threatened.

TRANSFERS

34. When employees are temporarily transferred from one job classification to another to operate backhoe, road grader, and street sweeper, or equivalent equipment, to accommodate the employer, they shall suffer no wage reduction, but if the classification is paying a higher wage they shall receive the higher wage for the time actually worked. A reasonable amount of time to become familiar with the equipment shall be established before the upgrade will be effective. This section does not apply when an employee bids to another classification.

STATE AND FEDERAL LAWS

35. Nothing in this agreement shall be construed to require either party to this agreement to act in violation of any state or federal law, and in the event that such conflict should occur, it is agreed that this agreement shall be modified in respect to either or both parties to the extent necessary to comply with any such law.

36. Nothing in this agreement shall be construed to deprive any employee of the City, or the City Governing Body, of any right or privilege provided by the laws of the State of Kansas or the United States, including the Workman's Compensation Act of the State of Kansas.

BULLETIN BOARD

37. The City shall allow the Union a suitable place for the posting of notices and bulletins pertaining to matters which are of proper concern to the employees. Notices posted must bear the signature of the proper Union Officer or Officers. Nothing unfavorable to the City shall be posted.

TOOLS AND EQUIPMENT

38. When tools or equipment are furnished by the City, same shall be checked out and receipted for by the employee to the Department Supervisor. The employee shall be responsible for all such tools and equipment except for normal wear by use. Upon termination of employment, all tools receipted for by such employee shall be returned to the City through the Department Supervisor. Upon any such tool or

equipment requiring repair or replacement, as determined by the Safety Committee or on the determination of the Department Supervisor, the cost of such repair or replacement shall be borne by the City.

City agrees to provide foul weather gear for employees, with gear to remain City property and be kept on City property.

JOINT SAFETY ADVISORY COMMITTEE

39. The City and the Union agree to the establishment of a Joint Safety Advisory Committee, the purpose of which shall be to make recommendations to the City on those general accident prevention programs and policies that affect the safety of the employees. Said Committee shall consist of six (6) members, three (3) members selected by the Union and three (3) members by the City. One Union member and one City member shall be designated as program co-chairman and it shall be their duty to formulate a safety program. One of the members appointed by the City shall be designated as Chairman of the Committee and it will be that person's responsibility to act as Secretary of the Committee in the preparation of rules, recommendations, minutes of the meetings and make distribution of any communications by the committee to the various departments of the City. Employees engaged in meetings of the safety advisory committee during their regularly scheduled working hours shall suffer no loss in pay (regular straight time) for reasonable periods of time devoted to such meetings. Said committee shall meet monthly or more frequently if the Chairman deems it necessary. The committee will adopt by-laws that may change the Committee structure.

MEDICAL INSURANCE

40. The City will continue to provide medical type health and accident insurance for regular employees and their family. The City and the Union agree that is important to provide a Health Care plan that is rich in design and at an affordable cost. To reach that end the City will form a committee to review the costs and to make recommendations; this committee shall consist of 4 members, 2 from the Union and 2 from the City. This committee agrees to combine efforts to educate employees and dependents to balance the quality of care and containment of rising costs. This committee will meet at least bi-annually. The City and union agree that all employees will pay 25% of their single plan health insurance

premium and 25% of any premium for dependent level coverage. The city will pay the remaining 75% of single plan coverage and 75% of any dependent level coverage. The above figures are monthly.

CHECKOFF

41. The City will deduct from each authorized employee and turn over to Local Union No. 304, the regular monthly dues and any applicable C.O.P.E. contributions delegated by an employee. Before any such deductions may be made, the Union shall obtain and deliver to the City the signed voluntary written authorization of the employee for whom said deductions are to be made. The employee may withdraw the authorization in accordance with dues check-off authorization provided in Appendix A. Additionally, employees may voluntarily participate in I.B.E.W. Committee On Political Education (C.O.P.E.) and indicate any amount donated on the form. Employees choosing to participate need to enroll on the appropriate form contained on Appendix A. I.B.E.W. C.O.P.E. contributions can be ceased anytime per the employee request with written notice to the City and the Local Union.

VOLUNTARY SAVINGS PLAN

42. When an employee gives written authorization, the City agrees to withhold from the employee's pay an amount specified by the employee for the purpose of savings. This amount will then be forwarded to any financial institution located in the United States of America, as designated by the employee. Employees may voluntarily participate in the ICMA Retirement Trust Plan for deferred compensation. The City will match \$0.25 for each \$1.00 the employee contributes to the ICMA-RC Plan. It is understood that the employee may contribute up to the maximum amount allowed under current IRS rules, but City contributions will cease after the employee has contributed 6% of their annual salary.

LONGEVITY PAY

43. The City agrees to pay each employee; longevity pay for years of service according to the succeeding schedule:

60 mo. less than 120 mo.	.08	166.40
120 mo. less than 180 mo.	.13	270.40
180 mo. less than 240 mo.	.18	374.40
240 mo. less than 300 mo.	.23	478.40
300 mo. less than 360 mo.	.28	582.40
360 mo.	.33	686.40

Longevity pay to be paid in lump sum the first payday in December. Any portion of a month is counted toward total months.

BALANCE OF HOURS - OVERTIME PROCEDURE

44. In the event overtime work is deemed necessary; the following procedure shall be followed in filling such overtime needs. This will enable the City of Osawatomie to distribute overtime fairly and equally.

When overtime is deemed necessary, it shall first be distributed within the crew from where the overtime duties exist, example...water leak, water crew...snow-removal, street crew...etc. If needed, employees from other crews will be asked, according to their qualifications and overtime hours. Qualifications, seniority and an employee's placement on the Balance of Overtime List, shall be the basis to establish an order, which they will be afforded the opportunity to work.

Each department head will be required to keep an up-to-date list, which reflects the amount of hours each employee has.

The person distributing the overtime shall offer the qualified person in the respective crew, which has the least overtime hours, the first opportunity to work. If no one on the crew is able to respond or if additional help is needed, the person distributing the overtime shall refer to the list of

employees from the remainder of the bargaining unit. Of those persons qualified to fill the vacancy, the lowest hours person shall be offered the overtime.

In the event two or more persons have the equal amount of hours, the person distributing the overtime shall ask in order of seniority, with the most senior employee being offered first.

Regular full-time employees in all crews will be afforded overtime before temporary or part-time employees are asked to work.

STAND-BY/ON-CALL COMPENSATION

45. Employees who are requested to stand-by for telephone calls and/or calls to correct trouble shall receive the following compensation:

Weekdays	One (1) hour at straight time pay.
Saturday	Two (2) hours at straight time pay.
Sunday	Five (5) hours at straight time pay.
Holidays Observed)	Five (5) hours straight time pay.

- Employees on stand-by duty shall be paid appropriate call-out and overtime pay for work performed.
- Stand-by periods shall be from midnight to midnight.

Classifications / Wages

Pay Grade	Classification	Minimum	Midpoint	Maximum
10	Building Maintenance Worker	\$13.56	\$15.76	\$18.22
10	Meter Reader	\$13.56	\$15.76	\$18.22
10	Public Works Technician I	\$13.56	\$15.76	\$18.22
10	Utility Technician I	\$13.56	\$15.76	\$18.22
10	Tree Trimmer I	\$13.56	\$15.76	\$18.22
11	Mechanic Assistant	\$13.83	\$16.38	\$19.32
13	Public Works Technician II	\$14.96	\$17.72	\$20.49
13	Utility Technician II	\$14.96	\$17.72	\$20.49
13	Tree Trimmer II	\$14.96	\$17.72	\$20.49

14	Inmate Supervisor/PW Tech II	\$15.56	\$17.72	\$21.31
14	Wastewater Plant Operator	\$15.56	\$17.72	\$21.31
14	Water Plant Operator	\$15.56	\$18.43	\$21.31
16	Cemetery Foreman	\$16.83	\$19.94	\$23.05
16	Parks Foreman	\$16.83	\$19.94	\$23.05
16	Arborist	\$16.83	\$19.94	\$23.05
17	Chief Wastewater Operator	\$17.50	\$20.73	\$23.97
17	Chief Water Plant Operator	\$17.50	\$20.73	\$23.97
17	Distribution/Collection Superv.	\$17.50	\$20.73	\$23.97
17	Mechanic	\$17.50	\$20.73	\$23.97
17	Streets Foreman	\$17.50	\$20.73	\$23.97
18	Water Plant Foreman	\$17.84	\$21.14	\$24.44
L40	Groundman	\$17.85	\$19.18	\$20.52
L41	Apprentice I	\$19.27	\$20.72	\$22.16
L42	Apprentice II	\$20.82	\$22.38	\$23.94
L43	Hot Apprentice	\$22.50	\$24.16	\$25.85
L44	Journeyman	\$24.27	\$26.09	\$27.92
L45	Line Foreman	\$26.22	\$28.18	\$30.15

<p>*** Shift Differential for Utility Plant Operators. .20 per hour for evening shift .30 per hour for night shift</p>
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective officers, duly authorized to execute this agreement, this _____ day of _____, 2008.

THE CITY OF OSAWATOMIE, KANSAS
A Municipal Corporation

By _____
Mayor

ATTEST:

By _____
CITY CLERK

APPROVED AND RECOMMENDED:

By _____

LOCAL UNION NO. 304 of THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

By _____
Douglas E. Fisher, President

By _____
Paul E. Lira, Business Manager

APPROVED: INTERNATIONAL OFFICE, I.B.E.W.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT LOTS 10 AND 11, BLOCK "C", COUNTY CLERK'S ADDITION TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS, ALSO KNOWN AND REFERRED TO AS 1120 3rd STREET IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURE, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY; AND, THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS OR PARCEL OF LAND ON WHICH SUCH STRUCTURES ARE LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution No. 603 dated August 14, 2008, that the structures hereinafter described are unsafe and dangerous did direct the owner of such structures to repair or remove the same and make the premises safe and secure, together with a statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structures to be razed and removed; and,

WHEREAS, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholders of record and occupant of such structures and all other parties having any legal or equitable interest in the property, or was otherwise served as required by law; and,

WHEREAS, the owner has wholly failed to commence the repair or removal of said structures;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

- Section 1. The enforcing officer is hereby authorized and directed to cause the structure located on (insert legal description), Osawatomie, Kansas, also commonly known and referred to as (insert street address) of said city to be razed and removed and the premises made safe and secure, and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.
- Section 2. The enforcing officer shall keep an account of the receipts therefrom as provided by law.

Section 3. All costs incurred by the city in razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such cost shall, after the payment of all costs, be paid to the owner and the premises upon which said structures were located; PROVIDED, that if there is no salvage or if the proceeds received from the sale or salvage are insufficient to pay the costs of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots or parcels of land on which the structures were located and may be financed until the assessment is paid out of the general fund of the city and/or may be pursued as a personal debt pursuant to the procedure allowed under K.S.A. 12-1, 115 and any amendments thereto.

Section 4. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED AND APPROVED by the Governing Body, this 25th day of September, 2008.

Philip A. Dudley
Mayor

(SEAL)
ATTEST:

Ann Elmquist
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE REMOVAL OF CERTAIN UNSAFE AND DANGEROUS STRUCTURES LOCATED AT LOTS 11 AND 12, BLOCK 1, OF IDA MAY SINKEY'S ADDITION TO THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS, ALSO KNOWN AND REFERRED TO AS 1140 4th STREET IN THE CITY OF OSAWATOMIE, MIAMI COUNTY, KANSAS; AUTHORIZING THE FINANCING OF THE COSTS OF SUCH REMOVAL BY THE SALE OF SALVAGE FROM SUCH STRUCTURE, IF ANY, AND/OR FROM THE GENERAL FUND OF THE CITY; AND, THE LEVYING OF SPECIAL ASSESSMENTS AGAINST THE LOTS OR PARCEL OF LAND ON WHICH SUCH STRUCTURES ARE LOCATED.

WHEREAS, the governing body did after proper notice and hearing as provided by law make findings by Resolution No. 604 dated August 14, 2008, that the structures hereinafter described are unsafe and dangerous did direct the owner of such structures to repair or remove the same and make the premises safe and secure, together with a statement that if the owner failed to commence the repair or removal within the time fixed by such resolution or failed to diligently prosecute the same until the work was completed, the city would cause the structures to be razed and removed; and,

WHEREAS, such resolution was published in the official city newspaper and copies of such resolution were mailed to each owner, agent, lienholders of record and occupant of such structures and all other parties having any legal or equitable interest in the property, or was otherwise served as required by law; and,

WHEREAS, the owner has wholly failed to commence the repair or removal of said structures;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF OSAWATOMIE, KANSAS:

- Section 1. The enforcing officer is hereby authorized and directed to cause the structure located on (insert legal description), Osawatomie, Kansas, also commonly known and referred to as (insert street address) of said city to be razed and removed and the premises made safe and secure, and for this purpose is authorized to invite bids, negotiate a contract, or cause the work to be done by city employees.
- Section 2. The enforcing officer shall keep an account of the receipts therefrom as provided by law.

Section 3. All costs incurred by the city in razing and removal of such structures and the making of the premises safe and secure shall be paid from moneys received from the sale of salvage therefrom and all moneys in excess of that necessary to pay such cost shall, after the payment of all costs, be paid to the owner and the premises upon which said structures were located; PROVIDED, that if there is no salvage or if the proceeds received from the sale or salvage are insufficient to pay the costs of such work, such costs or any portion thereof in excess of the amount received from the sale of salvage shall be assessed as a special assessment against the lots or parcels of land on which the structures were located and may be financed until the assessment is paid out of the general fund of the city and/or may be pursued as a personal debt pursuant to the procedure allowed under K.S.A. 12-1, 115 and any amendments thereto.

Section 4. This ordinance shall be in full force and effect from and after its adoption and publication in the official city newspaper.

ADOPTED AND APPROVED by the Governing Body, this 25th day of September, 2008.

Philip A. Dudley
Mayor

(SEAL)
ATTEST:

Ann Elmquist
City Clerk