

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
CITY OF LAWRENCE
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1596
FOR THE PERIOD
JANUARY 1, 2007 THROUGH DECEMBER 31, 2008**

May 23, 2006

TABLE OF CONTENTS

Article 1	Preamble.....	4
Article 2	Duration.....	5
Article 3	Successor.....	5
Article 4	Appendices and Amendments.....	5
Article 5	Representation.....	5
	.1. Union Recognition.....	5
	.2. Union Business.....	6
	.3. Payroll Deduction for Union Dues and Assessments.....	6
	.4. Payroll Deduction for FIREPAC.....	7
	.5. Union Information.....	7
Article 6	Prevailing Rights.....	8
Article 7	Rules and Regulations.....	8
Article 8	Compensation.....	9
	.1. General Wage Adjustment.....	9
	.2. Classification and Compensation.....	9
	.3. Longevity.....	10
	.4. Skill Incentives.....	10
	.5. Acting Officer Certification.....	11
	.6. Call Back.....	11
	.7. Military Leave.....	11
	.8. EMT-I & Paramedic Certification Attainment Educational Reimbursement.....	13
	.9. State Certification Fee	13
	.10. Insurance.....	14
	.1. Professional Liability Insurance.....	14
	.2. Health Insurance.....	14
	.3. Life Insurance.....	14
	.4. Health and Life Insurance Carrier.....	14
Article 9	Terms and Conditions of Employment.....	15
	.1. Hours.....	15
	.2. Vacation.....	15
	.3. Sick Leave.....	16
	.4. Compensation at Dismissal, Etc.....	17
	.5. Kelly Days.....	17
	.6. Well Leave.....	18
	.7. Holiday Time.....	19
	.8. Educational Assistance.....	19
	.9. General Benefit Provision.....	20

	.10. Uniforms and Safety Equipment.....	20
	.10. Parking.....	20
	.11. Extra Board.....	20
	.12. Personnel Reduction.....	20
	.13. Grievance Procedure.....	21
	.14. Minimum Staffing.....	21
Article 10	Safety and Health.....	22
	.1. Safety Program Team.....	22
	.2. Injury Leave.....	23
	.3. Light Duty.....	24
	.4. Vaccinations.....	25
	.5. Physical Evaluation.....	24
Article 11	Savings Clause.....	26
Article 12	Living Document.....	26
Article 13	Rights of Employer and Employee.....	27
Article 14	Printing and Supplying Agreement.....	27
Article 15	Amendment of City of Lawrence Resolution 5063.....	28
Article 16	Adoption.....	28
Article 16	Attachments and References.....	29

ARTICLE 1: PREAMBLE

Section 1.1. General

Section 1.1.1. Pursuant to Resolution 5063, this Memorandum of Understanding has been entered into by the City of Lawrence, Kansas hereinafter referred to as the "City", Lawrence – Douglas County - Fire and Medical, hereinafter referred to as the "Department" and the International Association of Firefighters, Local 1596 hereinafter referred to as the "Union." The purpose of this Memorandum of Understanding is to maintain harmonious relations between the City and the employees represented by the Union; to provide for an equitable procedure for the resolution of differences which may arise, and to establish rates of compensation and other terms and conditions of employment.

It is the policy of the City of Lawrence to create a progressive work climate that encourages the development of mutual trust and understanding. The City is committed to dealing directly and honestly with all employees. Employees are encouraged to communicate with their immediate supervisors with any questions, problems or their suggestions to make the City an even better place to work.

The City of Lawrence wishes its employees success during their employment and hopes the employment relationship will be a rewarding experience.

The City and the Union mutually agree to use the Interest Based Bargaining process when appropriate to resolve conflicts and address concerns. The process promotes a win-win model and builds a strong relationship between the parties.

ARTICLE 2: DURATION

Section 2.1. General

Section 2.1.1. The terms of this memorandum shall be effective as of January 1, 2007 for a period of 2 years, and shall remain in full force through December 31, 2008.

ARTICLE 3: SUCCESSORS

Section 3.1. General

Section 3.1.1. This memorandum shall be binding upon the parties and their successors and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by consolidation, merger or annexation.

ARTICLE 4: APPENDICES AND AMENDMENTS

Section 4.1. General

Section 4.1.1. All amendments of this memorandum shall be numbered, named, (or lettered), dated and signed by the Union and City representatives and shall be subject to all the provisions of this memorandum.

ARTICLE 5: REPRESENTATION

Section 5.1. Union Recognition

Section 5.1.1. Pursuant to City of Lawrence Resolution 5063, the City recognizes the International Association of Firefighters, Local 1596 as the sole and exclusive bargaining agent for all full-time regular, paid Firefighters,

Lieutenants, and Inspectors engaged in fire fighting, emergency medical, rescue services, and related services of the Department.

Section 5.2. Union Business

Section 5.2.1. The City shall designate 144 hours per calendar year to be utilized by the Union at the Union's discretion for training and education.

Section 5.2.3. While on duty, members of the Union's negotiating committee shall be allowed time off to attend any meetings and training set mutually by the City and the Union.

Section 5.2.4. While on-duty, the Executive Board of the Union shall be allowed to attend regular monthly Union meetings and specially called Union meetings. During these meetings the Executive Board members will not count toward minimum staffing.

Section 5.2.5. The Union President, or his/her designee, shall be allowed to attend activities related to grievance procedures and disciplinary hearings pursuant to department SOP, Section 105.2 at the request of the employee who is subject to those proceedings or hearings. If the Union President, or designee, is on-duty, he/she shall not count toward minimum staffing.

Section 5.3. Payroll Deduction For Union Dues and Assessments

Section 5.3.1. At no cost to the Union, the City agrees to deduct Union dues and assessments that have been authorized by an employee from the employee's pay each pay period. An authorization form developed jointly by the Union and the City will be signed by the employee wishing to use the payroll deduction system. The payroll deduction rate shall be certified as current by the Treasurer of the Union. The form must be submitted to the Personnel Manager. Any

authorized deductions shall become effective the pay period following the filing of the authorization form. These periodic deductions shall continue at the same rate unless the Treasurer of the Union files a payroll deduction rate change to cover all employees. If any employee wishes to withdraw the deduction, a new authorization form shall be completed. Such withdrawal shall become effective the pay period following the filing of the authorization form. The City shall remit the total amount of deductions each pay period to the Treasurer of the Union.

Section 5.4. Payroll Deduction for Firepac

Section 5.4.1. At no cost to the Union, each pay period the City agrees to deduct from an employee's pay any donations to FIREPAC in the amount authorized by the employee. An authorization form, developed jointly by the Union and the City, will be signed by the employee who wishes to use the payroll deduction system. The form must be submitted to the Personnel Manager. Any authorized deductions shall become effective the pay period following the filing of the authorization form. These periodic deductions will continue at the same amount until the employee submits another authorization form either wanting to change the amount to be deducted or that they no longer wish to use payroll deduction for FIREPAC. Any changes to the deduction amount shall become effective the pay period following the filing of the authorization form. The City shall remit the total amount of deductions each pay period to the Treasurer of the Union.

Section 5.5. Union Information

Section 5.5.1 The City will allow the Union access to bulletin board space in stations where Union members are assigned. The bulletin board space will be provided in a prominent location agreed upon by the Union and the Chief, and that is accessible to all members. The bulletin boards will be provided and maintained in a professional manner by the Union.

Section 5.5.2. The City will allow the Union to utilize the City's electronic mail "e-mail" system for the purpose of disseminating authorized Union information.

ARTICLE 6: PREVAILING RIGHTS

Section 6.1. General

All rights, privileges, and working conditions in effect on December 31, 2006 that are not included in this memorandum shall remain in full force and effect unchanged and unaffected in any manner, during the term of this memorandum unless changed by the process set forth in Article 7 of this document.

ARTICLE 7: RULES AND REGULATIONS

Section 7.1. General

The Union agrees that its members shall comply with all department rules and regulations. The City agrees that all departmental rules and regulations, except those topics considered management rights as outlined in Resolution No. 5063. Section V., shall be subject to the grievance procedure.

Department rules and regulations in effect on December 31, 2006 shall be a formal part of this memorandum.

At least two weeks, before the implementation of new department rules and regulations (excluding those topics considered management rights as outlined in Resolution No. 5063. Section V.), the Chief and the Union president will meet to discuss the merits of the proposed changes. At his or her discretion, the Chief may implement or deny the proposed changes. If changes in rules and

regulations (excluding those topics considered management rights as outlined in Resolution No. 5063. Section V.), are implemented that are unacceptable to the

Union membership the Union may utilize the grievance procedure. Absent mutual agreement, the process for changing department rules and regulations shall not be construed as a process for changing the express terms of the memorandum. The living document clause of the memorandum must be invoked to change the express terms of the memorandum.

Unless expressly addressed in this memorandum, all provisions of the City of Lawrence Employee Handbook shall apply to employees covered under this memorandum.

ARTICLE 8: COMPENSATION

Section 8.1. General Wage Adjustment

A general wage adjustment of 3.0% percent will be awarded to the firefighter, lieutenant, and inspector positions beginning with the first full pay period of 2007. A general wage adjustment does not include merit based wage increases or reclassifications of positions. If, during FY 2007, the City institutes a greater general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement.

If, during FY 2008, the City institutes a general wage adjustment to any City employee, employee group, or bargaining unit during the term of this memorandum, such general wage adjustment shall also be instituted for employees covered by this Agreement. A general wage adjustment does not include merit based wage increases or reclassifications of positions.

Section 8.2. Classification and Compensation

Step 15 will be added to the Engineer (F04), Engineer I (F05), and Engineer MICT (F06) positions on the City's pay plan. This step shall reflect a rate of pay

2.5% greater than the rate of pay for employees classified as Step 14. No employee shall be eligible for advancement to Step 15 prior to the occurrence of that employee's evaluation date following the first full pay period of 2007.

Section 8.3. Longevity

Section 8.3.1. If longevity pay is authorized by the City Commission, an employee will be eligible for such pay starting January 1 of the year following his or her fifth year of employment. Longevity pay, when authorized, will be paid with a special check issued in the month of December.

Section 8.3.2. Periods of military service shall not constitute a break in consecutive service, as long as the employee returns to work immediately after discharge.

Section 8.3.3. If the City grants a monthly longevity pay award to any other city employee during the term of this memorandum a comparable award would also be given to employees of this bargaining unit.

Section 8.4. Skill Incentives

Section 8.4.1. Employees who have completed 30 months regular full-time employment shall be eligible to receive a skill incentive payment for those recognized skills regularly employed in service to the department. The maximum skill incentive percentage shall be 15 percent.

Section 8.4.2. Attachment B outlines the anticipated type and number of skill incentive positions to be offered by the department throughout the term of this memorandum. The type or number of skill incentive positions may be increased or decreased by the Chief after written notice is provided to employees. If increases or decreases in the type or number of skill incentive positions are

unacceptable to the union membership, the union may utilize the grievance procedure.

Section 8.4.3. If incentive positions are not filled on a volunteer basis, then the job functions may be assigned on a rotating basis to appropriate personnel by the shift commander.

Section 8.4.4. If an employee is assigned a job duty normally compensated with incentive pay while not receiving incentive pay for that assignment, the employee shall receive incentive pay for actual hours worked while assigned the job duty.

Section 8.5. Acting Officer Certification

Section 8.5.1. The chief shall maintain a list of 15 Firefighters appointed to acting officer certification. Pay for acting officer certification shall be two (2) percent of base pay.

Section 8.5.2. Acting officer certification shall be exempt from the maximum skill incentive of 15%.

Section 8.6. Call Back

Section 8.6.1 Any off duty employee who is called back shall be paid a minimum of two (2) hours pay at the employee's overtime rate.

Section 8.7. Military Leave

Section 8.7.1. All full time regular employees who are, or may become active members of the National Guard, the Officer's Reserve Corps, or the Enlisted Reserve Corps of the United States government, or the State of Kansas, shall be entitled to a military leave of absence. Employees shall submit orders and

compensation selection to the Chief. Employees taking such leave shall be compensated in one of the following ways:

Section 8.7.1.1. The employee may use accumulated vacation time and receive full salary.

Section 8.7.1.2. The employee may take leave with the City paying the difference between military pay and regular salary, if call back is not required. If call back is required, employees will use the required accumulated vacation time to make up the difference between military pay and regular salary. This is limited to fourteen (14) calendar days per year and military pay must be verified by the Chief.

Section 8.7.1.3. The employee may use only the accumulated vacation time necessary to make up the difference between military pay and the employee's regular salary.

Section 8.7.1.4. The employee may take leave without pay.

Section 8.7.1.5. The employee shall inform his or her supervisor which of the four options will be utilized before leaving on such military training leave. The option shall be provided in writing to the appropriate shift commander prior to taking leave.

Section 8.7.1.6. Any employee who is on active military status for 2 weeks or less, and chooses to take leave without pay, will continue to accrue vacation and sick leave and will not be required to reimburse the City for dependent health insurance premiums.

Section 8.8. EMT-I & Paramedic Certification Attainment Educational Reimbursement

Section 8.8.1. EMT-I State Certificate Attainment The cost of books and tuition leading to the EMT-I certification will be paid as costs are incurred in exchange for a signed agreement to reimburse the City in the event that state certification is not attained. The employee agrees to maintain state certification for the duration of their employment with the City. Approval must be obtained from the Chief prior to enrollment.

Section 8.8.2. Paramedic State Certification Attainment The cost of books and tuition leading to the paramedic state certification will be paid as costs are incurred in exchange for a signed agreement to reimburse the City in the event that, 1) state certification is not attained, or 2) the employee voluntarily separates from the City prior to serving two years as a paramedic, or 3) the employee does not serve as a paramedic for the two years immediately following state certification. Pre-requisite courses for the paramedic course shall be paid under Section 9.8 of this document. Duty time for the paramedic course (MICT I, II, III & IV) will be paid time off and non-duty time will not be paid. Employees will normally not be required to return to work on scheduled duty days while attending didactic and clinical sessions of the program of 8 hours or more. Further, the employee agrees to maintain state certification for the duration of his or her employment with the City. Approval must be obtained from the Chief prior to enrollment.

Section 8.9. State EMS Certification Fee

Section 8.9.1. The City shall pay for initial certification, renewal, and training for Kansas EMS certifications.

Section 8.10. Insurance

Section 8.10.1. Professional Liability Insurance. At no charge to the employee, the City will provide and maintain professional liability insurance for all services provided by the department, in coverage limits and amounts determined by the City.

Section 8.10.2. Health Insurance

Section 8.10.2.1. The city shall provide health insurance to employees in the bargaining unit under such premium requirements and coverage requirements available to all city employees during the term of this memorandum.

Section 8.10.2.2. An employee who retires shall be eligible to receive group health care insurance at the employee's expense until age 65. The employee must request coverage in writing at least thirty (30) days prior to the retirement date. (K.S.A. 12-5040)

Section 8.10.3. Life Insurance

Section 8.10.3.1. The City agrees to provide \$20,000.00 life insurance for every employee. The employer will pay 100 percent of this cost.

Section 8.10.4. Health and Life Insurance Carrier

Section 8.10.4.1. The City shall obtain employee input concerning the selection of health insurance and life insurance carriers and benefits packages, and shall select the benefits packages and products providing the best and most reasonable coverage for its employees. An employee selected by the Union President shall serve on the City Health Insurance Committee.

ARTICLE 9: TERMS AND CONDITIONS OF EMPLOYMENT

Section 9.1. Hours

Employees assigned to work 24 hour shifts shall work approximately 2912 hours per year. Employees assigned to 8-hour work days shall work a traditional workweek and will accumulate 2080 hours per year.

Section 9.2. Vacation

Section 9.2.1. Employees shall earn vacation allowances as of the date of their full time regular employment.

Section 9.2.2. Vacation allowance shall be earned annually based on completed years of full time regular employment.

Section 9.2.2.1 Fire/Medical personnel working 24 hour shifts will accrue vacation leave on a per pay period basis as follows:

Years of Service	Total Hours per Year
	2007 and thereafter
First through Fifth	144
Sixth through Tenth	192
Eleventh through Fifteenth	216
Sixteenth through Twentieth	240
Twenty-First through Twenty-Fifth	264
Twenty-Sixth and above	288

Section 9.2.2.2. All full-time, regular employees will accrue vacation leave on a per pay period basis as follows, with the exception of Fire/Medical personnel working 24 hour shifts:

Years of Service	Total Hours per Year
	2007 and thereafter
First through Fifth	96
Sixth through Tenth	128
Eleventh through Fifteenth	152
Sixteenth through Twentieth	176
Twenty-First through Twenty-Fifth	192
Twenty-Sixth and above	200

Section 9.2.3. Method of selection of vacation days shall be by those adopted by the department rules and regulations.

Section 9.3. Sick Leave

Section 9.3.1. Any employee incurring an on or off duty sickness shall receive accumulated sick leave with full pay.

Section 9.3.2. Employees shall accumulate sick leave up to a 1464-hour limitation (1,040 for 40 hours/week schedule).

Section 9.3.3. Employees shall accumulate sick leave at the presently established rate.

Section 9.3.4. When an employee is permanently separated from the department by resignation, retirement, death, or discharge, he or she shall be compensated at his or her regular rate of pay for ¼ of his or her sick leave accumulation to a maximum of 1,464 accumulated hours (1,040 for 40 hours/week schedule).

Section 9.3.5. Family Sick Leave - Three (3) days of sick leave may be used annually for illness within the immediate family, which shall be defined as spouse, child, parent, sibling, grandparent, grandchild, corresponding in-law, or "step" relations or any other relative residing in the same household.

Section 9.3.6. In accordance with NFPA 1500 guidelines relating to fitness to return to duty after an illness or injury, the City shall provide physician services to obtain a release to work anytime sick leave is used by an employee for personal illness or injury in excess of one scheduled work shift, or otherwise as requested by his or her supervisor pursuant to the City's Employee Handbook. This release must be obtained from a City designated physician. The City will pay the fee associated with the release, and the fee will not be charged to the employee's health care plan. Departmental Policies and Procedures shall determine when the employee may elect to obtain a release from a personal physician, but the release must be on a form provided by the City. If a personal physician release is obtained the City will not pay for any portion of the fee except as might be paid under the City health care plan.

Section 9.4. Compensation At Dismissal, Retirement, Resignation, or Lay-Off

Section 9.4.1. Any employee who is permanently separated from the department due to resignation, retirement, dismissal, lay-off or death shall be compensated at his or her regular rate of pay for all unused vacation leave, well leave and Kelly Day time and $\frac{1}{4}$ (25%) of sick leave accumulation up to 1464 hours (1040 for fulltime regular 2080 hrs/yr employees). In addition, an employee who retires shall be compensated pro rata for longevity pay if longevity pay is approved by the City Commission for that year.

Section 9.5 Kelly Days

Section 9.5.1. Each employee shall receive "Kelly Days" during the year according to the following seniority-based schedule. For purposes of this section, the seniority date will be determined by the number of full years of full time regular employment.

0 to 5 years – 2 Kelly Days

6 to 10 years – 4 Kelly Days

11 to 15 years – 5 Kelly Days

16 years and greater – 6 Kelly Days

Section 9.5.2. The method of selection of Kelly Days shall be that adopted in the department rules and regulations.

Section 9.5.3. Kelly Days shall not be cumulative from year to year.

Section 9.6. Well Leave

Section 9.6.1. A well leave program was adopted beginning with the first full pay period of January 2001. If an employee does not use sick leave for 13 consecutive pay periods, 12 hours of well leave (8.6 hours for 40 hours/week schedule) shall be accumulated.

Section 9.6.2. Any use of sick leave, including family sick leave, is considered use of sick leave in the well leave program.

Section 9.6.3. A maximum of 48 hours of well leave (34 hours for 40 hours/week schedule) may be accumulated. Well leave may be accumulated from year to year. Upon termination of employment and appropriate notice to the City, accumulated well leave will be paid to the departing employee on a one (1) hour of leave equals one (1) hour of pay basis in an amount not to exceed 48 hours of pay at the employee's regular rate.

Section 9.6.4. Well leave must be taken when it will not cause overtime. Well leave may be taken with short notice. When well leave is scheduled and then overtime results from some other occurrence, the well leave may still be taken. Well leave may be taken in 1 to 24 hour segments and must be approved by the shift commander.

Section 9.7. Holiday Time

Section 9.7.1. The following Holidays are those which shall be recognized and observed:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving
Day after Thanksgiving
Christmas Day

Section 9.7.2. Employees scheduled to work and employees not scheduled to work on the holiday shall be compensated at the rate of 12 hours straight time pay.

Section 9.7.3. As an option, 12 hours of leave may be taken in lieu of pay, if staffing requirements permit.

Section 9.7.4. Any other holidays recognized by the city and received by other City employees shall also be granted to Union members.

Section 9.8. Educational Assistance

The Chief has discretion to allow any employee to attend any professionally-related course the Chief deems to be beneficial to the department, subject to departmental resources. Eligible employees shall be reimbursed for tuition and cost of books for pre-approved courses, pursuant to the Chief's written policy. If attendance is required by the Chief, leave will be granted for regularly scheduled duty hours. The employee will

be paid for classroom hours that occur in addition to regularly scheduled duty hours. Employees attending pre-approved courses outside the City may be granted reimbursement for meals and travel expenses.

Section 9.9. General Benefit Provision

Section 9.9.1. During the term of this memorandum, if the City institutes an increase in benefits to vacation leave, sick leave, well leave, or holiday time, the City shall institute a comparable increase in benefits to all employees covered by this agreement.

Section 9.10. Uniforms and Safety Equipment

Section 9.10.1. The City agrees to provide necessary work clothes upon hire and thereafter.

Section 9.10.2. Each employee shall receive a \$125.00 annual shoe allowance. The allowance is provided for the express purchase of work safety shoes.

Section 9.11. Parking

Section 9.11.1. The City shall provide, without cost to employees, nine (9) parking spaces adjacent to Fire Station Number 1.

Section 9.12. Extra Board

Section 9.12.1. The Chief has the authority to create an extra board system for call back and overtime purposes.

Section 9.13. Personnel Reduction

Section 9.13.1. The Chief may separate any employee because of lack of funds or curtailment of work, after giving notice of at least 14 (fourteen)-calendar days to such employee. No full-time regular employee shall be separated from the Department, however, while there are provisional, training, part-time or temporary employees serving in the same class position in the Department. Initial reductions will be limited to employees with less than 36 months of service based upon reduction criteria developed by the Chief and provided to the Union. Should additional reductions be required, reductions shall be made in reverse order of total years of service with the City. The names of all employees who have been laid off shall be placed on an eligibility list. These employees shall remain on the eligibility list until they refuse an opening at their original position. If an employee accepts a position other than their original position, then they will still maintain their position on the eligibility list for their original position. When openings in the Department occur, those on the eligibility list will be reinstated in reverse order in which they were laid off. An appointing authority may, with approval of the City Manager, appoint an employee who is to be laid off to any existing vacancy in a lower class for which the employee is qualified.

Section 9.14. Grievance Procedure

Section 9.14.1. The present city grievance procedure shall be in effect with the following modifications:

Section 9.14.2. The Union, through its appointed and affected representative, may file in accordance with established policy.

Section 9.14.3. A Federal Mediation and Conciliation Service (FMCS) mediator may be invited to assist in resolving a grievance filed by the Union after the Chief's final decision and before the City grievance board is convened.

Section 9.15. Minimum Staffing

Section 9.15.1 The Union and the City agree that firefighter safety is of utmost importance in the performance of the duties of the Department. It is also recognized that the effectiveness of operations is dependent upon the number of firefighters committed to the mitigation of community emergencies within the scope of the Department strategic plan. Therefore, to ensure safety and effectiveness, the Union strongly recommends to the City, regarding management decisions that pertain to full-time staffing levels, that quint, engine and ladder companies are staffed with a minimum of four personnel each and that ambulance companies are a minimum of two personnel. Nothing in this Section or Agreement shall be interpreted as requiring certain minimum staffing levels or removing the sole authority of management to determine staffing levels.

ARTICLE 10: SAFETY AND HEALTH

Section 10.1. Safety Program Team

Section 10.1.1. The City and the Union agree to work together to provide a high standard of safety in the department.

Section 10.1.2. There shall be a Safety Program Team composed of three (3) managers appointed by the Chief, and three (3) representatives appointed by the President of the Union.

Section 10.1.3. The department training division officers and the City Safety Officer shall be ex-officio, non-voting members of the Safety Program Team
The Safety Program Team shall:

Section 10.1.3.1. Meet at least once each quarter at established dates.
Said meetings shall be open to department members except during discussion of matters pertaining to accidents or personnel injuries.

Section 10.1.3.2. Develop recommendations for the correction of hazardous conditions or unsafe work methods that come to its attention.

Section 10.1.3.3. All recommendations shall be forwarded to the Chief.

Section 10.1.3.4. Keep minutes of all meetings.

Section 10.1.3.5. Review and analyze all reports of accidents. Make written recommendations that include suggested modifications of rules and procedures.

Section 10.1.3.6. Make safety suggestions and recommendations.

Section 10.1.3.7. Review federal, state, NFPA, safety and health standards and other pertinent material. Committee shall recommend methodology for compliance.

Section 10.1.4. Recommendations from the Safety Program Team that are posted shall be sent to the Union president.

Section 10.1.5. Only personnel who have been trained and maintain certification by the manufacturers or applicable agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

Section 10.1.6.

The minutes and recommendations of the Safety Program Team meetings shall be made available to personnel within fourteen (14) calendar days.

Section 10.2. Injury Leave

Section 10.2.1. All on duty injuries shall be covered by workers compensation and injury leave.

Section 10.2.2. The Chief may assign the Safety Program Team to investigate, review, and make recommendations for corrective actions.

Section 10.2.3. In the event that an employee is injured while on duty, the employee shall receive the following:

Section 10.2.3.1. The City will pay the difference between the worker's compensation benefits, and the employee's full salary on the first day and through the 82nd calendar day that the employee is not able to work (28 work shifts) and the employee shall not be required to use leave unless the employee is on light duty and needs to use leave to be absent from work.

Section 10.2.3.2. The injured employee may use accumulated sick leave and vacation leave after the 82nd calendar day that the employee is not able to work. The City will encourage the employee to apply for worker's compensation and pension disability benefits after the 82nd calendar day.

Section 10.2.3.3. The determination of job relatedness of heart/respiratory ailments shall continue to be at the discretion of the Kansas Division of Worker's Compensation under the provision of the appropriate and applicable legislation.

Section 10.3. Light Duty

Section 10.3.1. If an employee is allowed to return to duty following an injury or illness at a status less than that as required for their classification, they shall

report to the Chief for light duty assignment. Light duty assignment may include the traditional 40 hour work week with associated benefits including time off and holidays.

Section 10.4. Vaccinations

Section 10.4.1. The City will provide vaccinations at no cost to the employees when recommended by the City's medical director with information from the federal Center for Disease Control or other appropriate agencies pertaining to the fire service.

Section 10.5. Physical Evaluation

Section 10.5.1. Under the City physician's supervision, all employees will be medically evaluated according to NFPA 1582.

Section 10.5.2. Participation in and completion of the annual medical evaluation program is mandatory for all employees. The evaluation will include the following:

- Aerobic capacity
- Strength
- Flexibility
- Percent body fat
- Pulmonary function
- Audiometric function
- Riskscan blood analysis
- Chem-16 blood test
- CBC blood test
- Dipstick urinalysis
- Visual acuity (baseline and every two years)

PAP (female-optional)
Mammogram (female-optional)
Prostate occult (male-optional)
PSA (male-optional)

Section 10.5.3. The cost of all diagnostic procedures considered necessary by the City Physician to determine fitness for duty including a stress echocardiogram and thalium treadmill shall be paid by the City.

Section 10.5.4. The responsibility for determining fitness for duty shall rest with the City physician.

Section 10.5.5. Record keeping will be conducted in compliance with all relevant statues and regulations. The HIPAA – protected health information (PHI) written consent of information release of the employees shall be required for the release of information from their health file to the department.

Section 10.5.6. The City will provide adequate fitness equipment for the stations. The Chief will appoint a committee to conduct research and make recommendations regarding the purchase of fitness equipment.

ARTICLE 11: SAVINGS CLAUSE

Section 11.1. If any article of this memorandum should be found by a legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other articles and sections of this memorandum shall remain in full force and effect during the duration of this memorandum.

Section 11.2. In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) calendar days of such determination for the purpose of arriving at a mutually satisfactory replacement of such provision.

ARTICLE 12: LIVING DOCUMENT

Section 12.1. The City and the Union agree to meet in good faith to discuss and work towards a mutual understanding on any problem concerning this memorandum. The City may invoke the "living document" clause through written notification to the President of the Union or the Union through written notification to the Mayor. Upon receipt of such notification, representatives of the City and Union will meet to discuss the perceived violation of the agreement.

Section 12.2. If mutual understanding is not reached, the Union and the City agree that the grievance procedure is available.

Section 12.3. The living document shall in no way diminish the cause pertaining to the prevailing rights or rules and regulations.

ARTICLE 13: RIGHTS OF EMPLOYER AND EMPLOYEE

Section 13.1. In accordance with applicable federal and state laws, as well as City of Lawrence Resolution 5063 (Sections 11, V, and VIII), the City recognizes the right of public employees including supervisory personnel to form, join, and participate in the activities of employee organizations of their own choosing. With respect to promotions, the City shall not discriminate against any employee as a result of Union membership or participation in legitimate Union activities. For its part, the Union agrees to respect the rights of management outlined in Section V of Resolution 5063. Both the City and the Union are prohibited from interfering with, or inhibiting through coercion or intimidation, the exercise of the rights of the other party.

ARTICLE 14: PRINTING AND SUPPLY AGREEMENT

Section 14.1. This memorandum and any future amendments shall be printed, signed, and supplied to the President of the Union within sixty (60) calendar days of final

execution. The memorandum will be made available on the department's e-mail system under public folders.

ARTICLE 15: AMENDMENT OF CITY OF LAWRENCE RESOLUTION 5063

Section 15.1. During 2006, the City and Union shall meet jointly to consider proposed changes to the terms of City of Lawrence Resolution 5063, with special emphasis on negotiating mutually agreeable deadlines for the negotiation process that better conform to the timetable of the budget process. The City management staff and the City Commission shall consider the recommendations and views of the Union in making any changes to Resolution No. 5063 as the City Commission may determine appropriate.

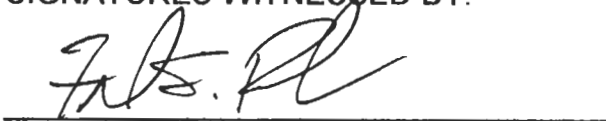
ARTICLE 16: ADOPTION


Section 16.1. Our signatures are as the official representatives of our respective organizations and are intended to bind our organizations to the terms laid out in this document.


MAYOR, CITY OF LAWRENCE


PRESIDENT, I.A.F.F. LOCAL 1596

SIGNATURES WITNESSED BY:


CITY CLERK


DATE

ARTICLE 17: ATTACHMENTS AND REFERENCES

Article 17.1 Attachments

- A. Fire and Medical Pay Plan
- B. Department Skill Incentives

Article 17.2 References

- A. City of Lawrence Resolution 5063
- B. City Employee Handbook
- C. Lawrence – Douglas County Fire and Medical Department Rules and Regulations
- D. CMS HIPAA - Protected Health Information (PHI) Consent
- E. NFPA 1500
- F. NFPA 1582
- G. K.S.A. 12-5040 (Retiree Health Insurance)