

**MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**CITY OF LAWRENCE**

AND THE

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1596**

FOR THE PERIOD

**JANUARY 1, 2005 THROUGH DECEMBER 31, 2006**

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## **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 supervisor with any question or problem and to give an opinion on ways to make the City an even better place to work.

The City of Lawrence wishes 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, 2005 for a period of 2 years, and shall remain in full force through December 31, 2006.

## **ARTICLE 3: SUCCESSORS**

### **Section 3.1. General**

Section 3.1.1. This memorandum shall be binding upon the 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 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 all meetings and training which shall be 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 Union functions limited to regular monthly Union meetings and special 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. 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. The City agrees to deduct at no cost to the Union, Union dues and assessments that have been authorized by the employee 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. The City agrees to deduct, at no cost to the Union, donations to FIREPAC in the amount that has been authorized by the employee each pay period. 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 Union 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 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, 2004 which 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 put forth in the section on “Rules and Regulations”.

## **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 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, 2004 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. In the absence of mutual agreement the Chief may implement or deny said proposals. If changes in rules and regulations (excluding those topics considered management rights as outlined in Resolution No. 5063. Section V.), unacceptable to Union members are implemented, 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. Classification and Compensation**

It is acknowledged that the City has completed a market salary survey in 2004 as recommended by the 2003 Compensation Study Final Report. The City will implement a new employee compensation plan (attachment A) where employees covered by this Memorandum of Understanding shall be placed in a pay class step equal to or greater than the current pay class step, with the exception of employees who are within five (5) cents of the step below them, in which case they are assigned the lower step with no change in pay occurring because of the implementation of the new compensation plan. Employees will be moved to the new compensation pay plan as agreed upon by the City and the Union.

### **Section 8.2. Wage Adjustment**

A general wage adjustment of 2.0% percent will be awarded to the fire fighter, lieutenant, and inspector positions beginning with the first full pay period of 2005. If the City institutes a higher 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 position reclassifications, implementation of adopted recommendations from the 2003 Compensation Study Final Report.

If during FY 2006 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 position reclassifications, implementation of adopted recommendations from the 2003 Compensation Study Final Report.

### Section 8.3. Longevity

Section 8.3.1. Commencing with January 1 of the year following the 5<sup>th</sup> year of employment, longevity pay will be made with a special check issued in the month of December when approved by the City Commission.

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, excluding acting officer.

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 of number of skill incentive positions are unacceptable to union members, the union may utilize the grievance procedure.

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

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

#### 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. Uses accumulated vacation time and receive full salary.

Section 8.7.1.2. 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. 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. Take leave without pay.

Section 8.7.1.5. The employee shall inform the 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. Educational Reimbursement

Section 8.8.1. Degree Seeking The City shall reimburse any employee the cost of books to be used in obtaining a fire science or EMS associates degree. The

books shall become property of the department. The City shall reimburse tuition to any employee who achieves a 3.0 grade point or better in a class towards a fire science or EMS associates degree. Approval must be obtained from the Chief prior to enrollment.

Section 8.8.2. 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 8.8.3. 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 two years immediately upon state certification. Pre-requisite courses for the paramedic course shall be paid under Section 8.8.1 of this provision. 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 during didactic and clinical sessions of the program. Further, 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 8.9. State EMS Certification Fee

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

## Section 8.10. Insurance

Section 8.10.1. Professional Liability Insurance The City will provide and maintain at no charge to the employee, 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 carrier of the health and life insurance package selected will be that which the City identifies after obtaining employee input as to the best and most reasonable coverage available for 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 accumulate approximately 2912 hours per year. Employees assigned to 8 hour work days shall work a traditional work week and accumulate 2080 hours per year.

### Section 9.1.1 Paid Time Off Leave Review

The City agrees that at least one member of IAFF Local 1596 will participate in a city wide leave review committee. City and IAFF Local 1596 agree to reopen this agreement to discuss the recommendations of the city wide leave committee.

### Section 9.2. Vacation

Section 9.2.1. Employees shall earn vacation allowances as of their first date of 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 Utilizing the following schedule for employees assigned to 24-hour shifts:

Beginning of year 1 – completion of year 10	6 – 24 hour shifts
Beginning of year 11 – completion of year 15	8 – 24 hour shifts
Beginning of year 16 and thereafter	10 – 24 hour shifts

Section 9.2.2.2. Utilizing the following schedule for employees assigned to 8-hour shifts:

Beginning of year 1 – completion of year 10	– 96 total hours per year
Beginning of year 11 – completion of year 15	-120 total hours per year

Beginning of year 16 and thereafter – 144 total hours per year

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

Section 9.2.4. Any employee who is separated from the department (resignation, death, retirement, or discharge) shall be compensated in cash for all unused vacation leave accumulated at the regular rate of pay at the time of separation.

### 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 1464-hour limitation (1,040 for 40 hours/week schedule).

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

Section 9.3.4. Employees shall be compensated at their regular rate of pay for  $\frac{1}{4}$  of their sick leave accumulation to a maximum of 1,464 accumulated hours (1,040 for 40 hours/week schedule) when they are permanently separated from the department by resignation, retirement, death, or discharge.

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 for personal illness or injury. 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 the fee except as may be paid under the City health care plan.

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

Section 9.4.1. An employee, who resigns, retires, is dismissed, or laid-off is eligible and shall be compensated accordingly for all sick time, vacation time, well leave time and Kelly Day time. An employee who retires shall be compensated on a pro-rata basis for longevity, if longevity 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. Those employees with a full-time regular hire date before January 1, 2001 will receive a minimum of 4 Kelly Days per year.

Section 9.5.3. Method of selection shall be by those adopted by the department rules and regulations.

Section 9.5.4. These days shall not be cumulative from year to year.

## Section 9.6. Well Leave

Section 9.6.1. Beginning with the first full pay period in January 2001 a well leave program was adopted. 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 up to and including forty-eight (48) hours.

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 compensatory time 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 members.

Section 9.7.5. Employees assigned to 8 hour shift duty shall receive holidays off with pay like traditional City employees and will not receive additional pay for holidays.

## Section 9.8. Educational Leave

Section 9.8.1. All employees will be eligible to attend any fire or EMS related course that the Chief considers beneficial to the department. The employee will

be allowed to attend on days off without compensation and will be paid for regular assigned hours. If the Chief requires attendance, the employee will be paid overtime for classroom hours. Employees attending courses outside the City of Lawrence may obtain permission from the Chief to be reimbursed for all 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, ten (10) 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. However, no full-time regular employee shall be separated from the Department 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 their 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.

## **ARTICLE 10: SAFETY AND HEALTH**

### **Section 10.1. Safety Committee**

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 Committee composed of three (3) managers appointed by the Chief, and three (3) representatives from 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 committee.

The Committee 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 committee 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 committee 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 committee 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 full salary on the first day and through the 82<sup>nd</sup> calendar day (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 82<sup>nd</sup> calendar day. The City will encourage the employee to apply for worker's compensation and pension disability benefits after the 82<sup>nd</sup> 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 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 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)

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 \$10,000 per year to be used to purchase 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 determinations 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 departments e-mail system under public folders.

**ARTICLE 15: ADOPTION**

Section 15.1. 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 16: ATTACHMENTS AND REFERENCES**

### **Article 16.1 Attachments**

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

### **Article 16.2 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)