

**Memorandum Of Understanding  
Between The  
City Of Lawrence, Kansas  
And  
Local 1596  
International Association Of Firefighters  
For The Period  
January 1, 2016 Through December 31, 2019**



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**ARTICLE 1 - PREAMBLE**

**Section 1.1 - General**

Section 1.1.1 Pursuant to Resolution 6817, this Memorandum of Understanding has been entered into by the City of Lawrence, Kansas hereinafter referred to as the "City", Lawrence – Douglas County Fire 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 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 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 Modified 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.

Nothing in this agreement shall be interpreted to prohibit a City Commissioner from attending a negotiation session.

## **ARTICLE 2 – DURATION**

### **Section 2.1 - General**

Section 2.1.1 The terms of this memorandum shall be effective as of January 1, 2016 for a period of 4 (four) years, and shall remain in full force through December 31, 2019.

## **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, KS Resolution 6817, the City recognizes the International Association of Firefighters, Local 1596 as the sole and exclusive bargaining agent for all full-time regular Firefighters, Engineers and Lieutenants engaged in firefighting, 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 the purposes of attending educational conferences and other organized Union activities. Union Time shall not be used for consultation with attorneys discussing litigation against the City. Notification for designated Union time for this purpose shall be made to the Chief as soon as

practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record.

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. Notification for Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record.

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. Notification for Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record.

Section 5.2.5 The Union President, or his/her designee, shall be allowed to attend activities related to grievance procedures and disciplinary hearings 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. Notification for Union time shall be made to the Chief as soon as practical to ensure appropriate staffing coverage is obtained. All time used as Union time shall be noted on the employee's bi-weekly payroll record.

Section 5.2.6 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 Human Resources 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.

The City and Union agree that all payroll deductions will comply with all applicable federal, state, and local laws and regulations. In the event laws change to prohibit direct payroll deductions, the City agrees to allow the Union to develop alternative dues collection arrangements without interference, provided those arrangements are not in violation of the law, and do not impose an unreasonable administrative burden on the City. The City further agrees that the Union will not be subject to any additional restrictions or scrutiny beyond normal City practices and operations.

### **Section 5.3 - Payroll Deduction for Lawrence Professional Firefighters Political Action Committee (FIREPAC)**

Section 5.3.1 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 Human Resources 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 FIREPAC. The City and Union agree that all payroll deductions will comply with all applicable federal, state, and local laws and regulations.

### **Section 5.4 - Union Information**

Section 5.4.1 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 Fire Chief, and that is accessible to all members. The bulletin boards will be provided and maintained in a professional manner by the Union.

Section 5.4.2 The City will allow the Union to utilize the City's electronic mail "e-mail" system for the purpose of disseminating authorized Union information. The City's electronic Email and Internet Use Policy and Computer Use Policy shall be followed at all times.

Section 5.4.3 The City will allow the Union to utilize the City's paging/texting software for the purpose of disseminating authorized Union information. The Department's general policies and procedures for using this system, the City's E-mail and Internet Use Policy and Computer Use Policy shall be followed at all times. The content of these messages shall be appropriate for communications coming from City property.

### **Section 5.5 – Union Coverage**

Section 5.5.1 If permitted by all applicable laws and regulations, the City shall not impose additional restrictions on the Union's ability to pay members to cover the shifts of other members ("Union Coverage"). Both parties agree that the purpose of this coverage shall be to allow Union members to attend conferences and training sessions pertaining to Union issues. The City retains the discretion to approve Union Coverage in accordance with Department SOP. The Union

agrees that this ability will not be used to cover a substantial portion of any member's normally-assigned shifts, and will not be routinely used for any purposes other than those outlined in this section.

## **Section 5.6 – Outside Labor Disputes**

Section 5.6.1 Union members will not be required to cross picket lines created by other organized labor groups, other than in the course of their normal duties. These duties include but are not limited to: fire suppression, fire inspections, fire investigations, fire public education, technical rescue, hazardous materials response, emergency medical services, training, administrative duties and other emergency response duties.

## **ARTICLE 6 - PREVAILING RIGHTS**

### **Section 6.1 - General**

Section 6.1.1 All rights, privileges, and working conditions in effect on December 31, 2015 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**

Section 7.1.1 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. 6817. Section V., shall be subject to the grievance procedure.

Department rules and regulations in effect on December 31, 2015 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. 6817. Section V.), the Chief shall provide draft language changes to the Union President for comment. 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. 6817. 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 - Compensation Plan**

Section 8.1.1 During the term of this agreement, the compensation plan for Union covered employees will follow and be fully funded according to the attached Fire Medical Pay Plan, dated July 2, 2015.

The pay plan contains twenty-four (24) steps for each job classification of Firefighter, Engineer and Lieutenant. Steps two (2) through sixteen (16) are each two and one half percent (2.5%) greater than the previous step. Steps seventeen (17) through twenty-four (24) are each one and one-quarter percent (1.25%) greater than the previous step.

Section 8.1.2 All employees will receive one (1) performance evaluation per year. Except as provided in Section 8.1.3, employees shall be eligible for up to a two (2) step increase effective at the time of their evaluation, based on the results of that evaluation until they reach the top step of the pay scale.

Section 8.1.3 For 2016 employees at step sixteen (16) that meet performance criteria for a merit increase will receive four (4) steps (5%) effective with pay period that includes January 1, 2016, moving them to step twenty (20). All employees at step fifteen (15) that meet performance criteria for a merit increase will receive three (3) steps (5%) effective with pay period that includes January 1, 2016.

For 2017 employees at step sixteen (16) through twenty (20) that meet performance criteria for a merit increase will receive four (4) steps (5%) effective with pay period that includes January 1, 2017. All employees at step fifteen (15) that meet performance criteria for a merit increase will receive three (3) steps (5%) effective with pay period that includes January 1, 2017.

Section 8.1.4 For all employees who are at step sixteen (16) at the end of 2015, any step increase(s) resulting from their performance evaluations shall take effect on the first pay date of 2016 and 2017.

## **Section 8.2 - Wage Adjustment**

Section 8.2.1 It is acknowledged that the attached Fire Medical Pay Plan includes no general wage adjustments in 2016 and 2017. The Fire Medical Pay Plan includes subsequent adjustments of two-and-one-half percent (2.5%) effective with the first pay date in 2018 and 2019.

Section 8.2.2 It is acknowledged that the attached Fire Medical Pay Plan and general wage adjustments are based on projections of economic conditions, sales and property tax including a tax lid and average wages in the job market. Actual performance of those factors may differ substantially. The parties agree that either the City or the Union shall have the ability to re-open negotiations that are limited in scope to Section 8.2.1 (the general wage adjustment) in 2018 and/or 2019.

In order to re-open negotiations, one party must notify the other party, in writing, of their intention to exercise this clause no later than April 1st of the year prior (2017 and/or 2018). If this clause is exercised, the City and the Union will meet to discuss a general wage adjustment for the following year's wages in accordance with Resolution 6817 (or its successors). The parties agree that these negotiations shall begin on or around April 20th of the year, and that the general wage adjustment for subsequent year(s) of the contract shall be the only item open for discussion.

Section 8.2.3 If 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.

Section 8.2.4 For the purposes of this section of the memorandum, a general wage adjustment does not include merit based wage increases or position reclassifications.

## **Section 8.3 - Longevity**

Section 8.3.1 Longevity pay is a discretionary item annually considered by the City Commission.

Section 8.3.2 Longevity compensation will be calculated as follows: commencing January 1 of the year following the fifth (5th) year of employment, longevity pay will be made if approved by the City Commission, with a special check issued in the month of December. Service shall be credited for all whole years completed as of December 31 at the rate of \$4 per month multiplied by the number of years of consecutive service with the City of Lawrence.

Section 8.3.3 Periods of military service will not constitute a break in consecutive service as long as the employee returns to the City's employment immediately after discharge. An employee who retires shall be compensated at a pro-rated basis for longevity.

Section 8.3.4 The parties acknowledge that for the term of the MOU, longevity pay will be budgeted at a rate of \$4 per month of service.

Section 8.3.5 The parties agree to discuss the issue of longevity pay as an agenda item at a meeting of the City Commission in November of each year during the term of this MOU. At such time, the City Commission, at its sole discretion, shall determine the actual rate of longevity pay for that year taking into account the City's fiscal condition and the status of revenues and expenditures at that time. Options that the City Commission shall consider shall be: \$4 per month of service, \$2 per month of service, or such other amount as the City Commission determines appropriate.

#### **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. The Acting Officer and Education Incentives shall not be counted toward this 15% limit, nor shall any pay differentials count toward that limit.

Section 8.4.2 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 numbers 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 voluntary basis through the normal selection process, 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 8.4.5 Skill incentives shall be compensated at the following percentage rates.

<b>Position</b>	<b>Incentive %</b>
Acting Officer Position	2.5%
Air Pak Maintenance	5%
AED Manager	5%
Clothing Supply Clerk	5%
Coroner Investigator	2.5% - 7.5%
CPR Coordinator	5%
Education	2.5%
Fire Investigator	2.5% - 7.5%
Haz Mat Monitor Technician	5%
Night Consultant	5%
Public Education Specialist	5%
Tactical Medic	5%
Technology Specialist	5%

Section 8.4.6 Fire Investigator incentives that have pay ranges will be paid at the following level:

- 2.5% - When the employee is assigned the incentive.
- 5% - When the employee has completed Kansas State Fire Investigator II certification.
- 7.5% - When the employee has held the Kansas State Fire Investigator II certification for two (2) years.

Section 8.4.7 The Coroner's Investigator (CI) incentive pay range will be paid at the following level:

- 2.5% - when the employee is assigned the incentive.
- 5.0% - when the employee has completed the American Board of Medicolegal Death Investigators (ABMDI) Training Course and is functioning satisfactorily as a fully independent CI.
- 7.5% - when the employee has been certified as a Registered Diplomat of the ABMDI.

## **Section 8.5 – Technician Differential**

Section 8.5.1 In the interest of recognizing the additional education and responsibilities that are expected of employees functioning as Rescue and HAZMAT Technicians, the parties agree that the Department shall allocate approximately \$25,000 per year for the purposes of paying a Technician Differential to all employees who are qualified HAZMAT or Rescue Technicians. These differentials are expected to be equal dollar amounts to all members who meet the qualifications, rather than as a percent of base pay. The exact

qualifications and mechanism for distributing these funds shall be agreed upon through the Labor-Management process.

### **Section 8.6 - Acting Officer Certification**

Section 8.6.1 The chief shall maintain a list of 15 Firefighters appointed to acting officer certification. Pay for acting officer certification shall be two and a half percent (2.5%) of base pay. In the event of an increase or reduction in staffing, the number of Acting Officers should be adjusted proportionately. In the case of a reduction in staffing, this reduction may take place through attrition.

Section 8.6.2 Acting officer certification shall be exempt from the maximum skill incentive of 15%.

### **Section 8.7 - Call Back and Overtime Calculation**

Section 8.7.1 Any off duty employee who is called back for staffing shall be paid a minimum of two (2) hours pay at the employee's overtime rate.

Section 8.7.2 Employees in the Fire Medical department shall be compensated for overtime at the rate of one-and-one-half (1.5) hours pay for periods worked in excess of scheduled hours within a pay period. The employee shall receive overtime compensation for hours worked in excess of the regular schedule regardless if they have utilized paid leave during that cycle. This allows an employee to receive overtime for special details and assignments on another shift regardless of whether they have incurred paid leave during that cycle.

### **Section 8.8 - Military Leave**

Section 8.8.1 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 8.8.1.1 The employee may use accumulated vacation time and receive full salary.

Section 8.8.1.2 The employee may take leave with the City paying the difference between military pay and regular salary, overtime staffing is not required to cover his/her absence. 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 8.8.1.3 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 8.8.1.4 The employee may take leave without pay.

Section 8.8.1.5 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 8.8.1.6 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 8.9 - Advanced Emergency Medical Technician (AEMT) and Paramedic Certification Attainment Educational Reimbursement**

Section 8.9.1 AEMT State Certificate Attainment The cost of books and tuition leading to the AEMT certification will be paid as costs are incurred. 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 8.9.2 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 the educational section of this agreement. 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 8.10 - State EMS Certification Fee**

Section 8.10.1 The City shall pay for initial certification, renewal for Kansas EMS certifications. The City will pay for the retention of ACLS, PALS/PEEP, and PHTLS/BTLS.

## **Section 8.11 - Insurance**

Section 8.11.1 - 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 8.11.2 - Health Insurance

Section 8.11.2.1 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 8.11.2.2 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 8.11.3 - Life Insurance

Section 8.11.3.1 The City agrees to provide \$20,000.00 life insurance for every employee. The employer will pay 100 percent of this cost.

### Section 8.11.4 - Health and Life Insurance Carrier

Section 8.11.4.1 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 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 - General Benefit Provision**

Section 9.1.1 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 9.2 - Annual Work Hours**

Section 9.2.1 Employees assigned to work 24 hour shifts shall be scheduled to 2912 hours per year. Employees assigned to 8-hour work days shall work 2080 hours per year.

**Section 9.3 - Vacation**

Section 9.3.1 Employees shall begin accruing vacation time on the date of their full time regular employment.

Section 9.3.2 Vacation allowance shall be earned annually based on completed years of full time regular employment as calculated by the fulltime anniversary date.

Section 9.3.3 Fire Medical personnel working 24 hour shifts will accrue vacation leave on a per pay period basis as follows:

<b>Years of Service</b>	<b>Total Hours per Year</b>
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 9.3.4 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:

<b>Years of Service</b>	<b>Total Hours per Year</b>
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 9.3.5 Method of selection of vacation days shall be by those adopted by the department rules and regulations.



## **Section 9.4 - Sick Leave**

Section 9.4.1 Any employee experiencing an on or off duty sickness shall be able to use their accumulated sick leave hours to receive their normal pay rate for those hours they are absent from scheduled duty.

Section 9.4.2 Employees shall accumulate sick leave up to 1,464 hours (1,040 hours for 40 hours/week schedule).

Section 9.4.3 Employees shall accumulate sick leave at the following rates: 2912 employees shall accumulate sick leave at the rate of 9.908 hours per pay period. 2080 employees shall accumulate sick leave at a rate of 6.55 hours per pay period.

Section 9.4.4 Family Sick Leave - 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, domestic partner or "step" relations or any other relative residing in the same household (Military – those members covered are different than immediate family and shall be honored as outlined by law). Members working the 2912 schedule may utilize up to 144 hours annually. Members working the 2080 schedule may utilize up to 48 hours annually.

Section 9.4.5 In accordance with NFPA 1500 guidelines relating to fitness to return to duty:

- a) Non-FMLA 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 three scheduled work shifts, 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.
- b) FMLA approved absences for serious health condition of an employee, the City will require the employee to obtain a fitness-for-duty as detailed in 10.5.5. The employee is responsible for any additional expenses incurred for the express purpose of obtaining the fitness-for-duty release except as might be paid under the city healthcare plan.

**Section 9.5 - Compensation at Dismissal, Retirement, Resignation, or Lay-Off**

Section 9.5.1 Any employee who is permanently separated from the department due to resignation or retirement (with appropriate notice), dismissal, lay-off or death shall be compensated at his or her regular rate of pay for all unused vacation leave, well leave, pro rata Kelly Day time and ¼ (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 9.6 - Kelly Days**

Section 9.6.1 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 on first day of January annually.

<b>Years of Service as of January 1</b>	<b>Total days per Year</b>
First through Fifth	2
Sixth through Tenth	4
Eleventh through Fifteenth	5
Sixteenth and above	6

Section 9.6.2 The method of selection of Kelly Days shall be that adopted in the department rules and regulations.

Section 9.6.3 Kelly Days shall not be cumulative from one calendar year to another.

**Section 9.7 - Well Leave**

Section 9.7.1 If an employee does not use sick leave for 6 consecutive pay periods, 6 hours of well leave (4.3 hours for 40 hours/week schedule) shall be accumulated.

Section 9.7.2 Any use of sick leave, including family sick leave, is considered use of sick leave in the well leave program.

Section 9.7.3 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 (or 34 hours for 40 hours/week) of pay at the employee’s regular rate.

Section 9.7.4 Well Leave may be taken even if it causes overtime staffing or a draft, but employees may not leave for scheduled well leave if a replacement for their riding position has not arrived. 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 9.8 - Holiday Time**

Section 9.8.1 The following Holidays are those which shall be recognized and observed:

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

Section 9.8.2 Twenty-Four Hour 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 9.8.3 As an option, 12 hours of leave may be taken in lieu of pay, if staffing requirements permit.

Section 9.8.4 Any other holidays recognized by the city and received by other City employees shall also be granted to Union members.

## **Section 9.9 - Educational Assistance**

Section 9.9.1 Training and Education reimbursement will be permitted as outlined in the department policy related Training and Education assistance.

Section 9.9.2 Out of City Training - Employees attending pre-approved courses outside the City may be granted reimbursement for meals and travel expenses.

## **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, adequate parking spaces for all on-duty employees at each fire station.

### **Section 9.12 - Extraboard**

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

Section 9.12.2 All Full-Time firefighters will be paid equal to or greater than Extraboard Firefighters of the same rank and incentive.

Section 9.12.3 To ensure Extraboard firefighters are not used in lieu of full-time firefighters, the parties agree that the number of Extraboard firefighters shall not be more than 15% of the number of fulltime firefighters. For example, with 120 fulltime firefighters, the number of Extraboard firefighters could not exceed 18.

### **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 - Employee Conduct**

Section 9.14.1 General Employee Conduct - Employees of the City of Lawrence are expected to conduct themselves in a professional manner during work hours or while representing the City at outside functions. Employees are expected to adhere to the City/Department mission statement by providing excellent service to the Lawrence Community using the values listed as a guideline. Employees are expected to treat customers and co-workers with dignity and respect, follow City,

department, and division (from which they are supervised) policies, procedures, and work rules to include safety regulations. Failure to do so will be grounds for disciplinary action.

### **Section 9.15 - Grievance Procedure**

Section 9.15.1 It is the City's policy to deal directly and honestly with all employees. The City believes the interests of both the City of Lawrence and its employees are best served by maintaining communication between the individual employee and employer. Employees are encouraged to ask questions and discuss concerns with their immediate supervisor.

Section 9.15.2 Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves; however, should a situation persist that an employee believes is detrimental to him/her or to the City, the City has established the following steps for full-time regular and part-time regular employees who have completed their initial performance trial period with the City to bring complaint(s) to the City's attention. The procedure will not prevent, limit, or delay the City from taking disciplinary action against any individual, up to and including termination, in circumstances where the City deems disciplinary action appropriate. The Grievance form is listed as a Reference document to this agreement.

Section 9.15.3 The Union may file a grievance on issues that are felt to involve the membership as a whole as it relates to the MOU.

### **Section 9.16 - Right To Speedy Resolution**

Section 9.16.1 Department and Union representatives agree to make every effort to meet and settle grievances within the prescribed time limits; however, they are subject to change due to unforeseen reasons. Parties may extend deadlines as mutually agreed upon.

### **Section 9.17 - Grievance Steps**

Section 9.17.1 - Step One: The aggrieved employee shall, within fourteen (14) calendar days of the date of the event or within fourteen (14) calendar days of the date a person could reasonably be expected to have knowledge of the event, first orally present the complaint to the appropriate division head. Union grievance(s) shall present the complaint directly to the fire chief. The division head/fire chief shall orally provide an answer to the aggrieved employee within five (5) calendar days. A sincere attempt shall be made by each division head/department head to resolve any grievance. Division or department head shall forward in writing the result of step one to fire chief and subsequently to the Human Resources Manager. The grievance form shall be delivered to the

division/fire chief where both parties will date, time and initial the document memorializing the delivery and receipt.

Section 9.17.2 - Step Two: If, after conferring with the division head/fire chief, the aggrieved employee feels that the oral presentation failed to settle the grievance, the complaint shall be submitted in writing on a form provided by the Human Resources Division to the division head/fire chief. This shall be done within seven (7) calendar days from the date of the response from the division head. Upon receipt, the fire chief or representative shall sign, date, and document the time received. The fire chief shall meet with the employee and provide the aggrieved employee with a written reply within seven (7) calendar days from the date of receipt of the written complaint. Upon receipt, the aggrieved employee shall sign, date, and document the time received.

Section 9.17.3 - Step Three: If, after reviewing the fire chief's decision, the aggrieved employee is not satisfied with the written reply to the grievance, an appeal may be made to the Grievance Review Board. This may be done by filing a written appeal with the Human Resources Manager within seven (7) calendar days from the date of the Fire Chief written reply. The Grievance Review Board shall consist of the following five persons:

1. A Department Director, other than the Fire Chief, from the rotating list maintained by the Human Resources Manager.
2. One supervisory employee, neither from outside the department nor from the selected Department Director's department, to be chosen randomly from the City payroll records.
3. One non-supervisory employee, neither from outside the department, to be chosen randomly from the City payroll records.
4. One non-supervisory employee from the division involved. At the aggrieved employees' request, this employee may be selected from a list of current IAFF Local 1596 members.

This person shall be selected in the following manner: The Human Resources Manager shall randomly select five (5) names from the division payroll records. In the event there are an insufficient number of employees in the division to carry out this process, names shall be randomly selected from the department payroll records. The grieving employee shall first cross out one name; then the Fire Chief shall cross off one name. The process will continue until one name remains. The person whose name remains shall be the fourth member of the Grievance Review Board.

5. One member of the Employee Relations Council to be chosen randomly from the membership of the ERC. This person cannot be from the Fire Medical Department.

The aggrieved employee and the Fire Chief may be present during the random selections of members. The Human Resources Manager or designee shall conduct the proceedings, implement the procedures for hearing the grievance, maintain order during the proceedings, and serve as Secretary.

Unless mutually agreed upon by the Fire Chief and employee, the Grievance Review Board shall convene within fourteen (14) calendar days from the Human Resources Manager's receipt of the appeal and shall give not less than one (1) working days' notice in writing to all involved parties of the time and place of the meeting. The Human Resources Manager shall schedule the appeal to start as early in the day as possible considering the work schedules of the individuals involved with the grievance.

The procedure for conducting the appeal before the Grievance Review Board will be as follows:

- Brief Statement of Subject Grievance
- Presentation of issue, grievance, witnesses, background material by the aggrieved employee.
- Questions by the Fire Chief regarding the aggrieved employee's presentation.
- Presentation of issue, witnesses, background material, disciplinary action, if applicable, by the Fire Chief.
- Questions by the aggrieved employee regarding the department's presentation.
- All questions, other than from the aggrieved employee, Fire Chief, and Human Resources Manager/designee, shall be submitted to the Grievance Review Board for consideration.
- Closing statements.

The Grievance Review Board shall submit in writing its findings to the employee and the Fire Chief within seven (7) calendar days after the hearing.

Section 9.17.4 - Step Four: Mediation – for Union Grievance Only

Section 9.17.4.1 - Selection

The parties shall have 14 Calendar days to select a mediator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service to submit a panel of 5 mediators to both parties. The parties shall meet within 7 calendar days of receipt of said list for the purpose of selecting the mediator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the mediator.

Section 9.17.4.2 - Hearing Time

The mediator shall schedule a hearing within 14 calendar days of notification at a time and place convenient to the parties.

Section 9.17.4.3 - Jurisdiction

The mediator shall be expressly limited to the meaning, intent, or application of the provisions of this Agreement. He/she shall have no power to add to, detract from, or alter in any way the provisions of this Agreement.

Section 9.17.4.4 - Binding on Both Parties

The decision of the mediator shall be in writing and binding on both parties.

Section 9.17.4.5 - Cost Sharing

All expenses involved in the mediation proceedings shall be equally shared between both parties. However, expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are required.

Section 9.17.5 - Step Four – Individual Grievance – Step Five – Union Grievance:

If, after reviewing the Grievance Review Board's decision, the aggrieved employee and/or the Fire Chief is not satisfied with the Board's written reply to the grievance, the employee and/or the Fire Chief may appeal the decision to the City Manager by filing the written appeal with the Human Resources Manager within seven (7) calendar days from the date the Grievance Review Board presented its findings. No grievance shall be considered by the City Manager until the Grievance Review Board has made its findings. The City Manager shall confer with the aggrieved employee and the Fire Chief. This meeting will be scheduled within seven (7) calendar days after filing and shall give not less than one (1) working day notice of the time and place of the meeting. A decision on the appeal shall be rendered within seven (7) calendar days after the close of the hearing and such finding shall be final and subject to no further appeal.



Peer And Staff Member Present: Employees making use of the Grievance Procedure shall be permitted to have a City employee of his/her choosing present during the grievance proceedings. The Fire Chief may also have a staff member present. The role of the peer and the staff member is to provide assistance and advice. They may not speak directly on behalf of the employee or staff member unless called as a witness. Since the grievance proceedings are administrative in nature and not judicial, the presence of an attorney to represent or counsel a grieving party or the City is prohibited.

Witnesses: Witnesses may be called by either party for the purpose of verifying the facts of a grievance. Witnesses shall have already been contacted and given their consent to be called to the Grievance Review.

All paperwork pertaining to specific grievances, including notes from members of the Grievance Review Board shall be given to the Human Resources Manager or designee to be placed in grievance files maintained separately from the employee's personnel file. The City will not tolerate any form of retaliation against employees availing themselves of or taking part in this procedure.

### **Section 9.18 - Minimum Staffing**

Section 9.18.1 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 rescue/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.

### **Section 9.19 - Funeral Benefit**

Section 9.19.1 The City agrees to provide the sum of three thousand dollars (\$3,000.00) in funeral related expenses, payable to identified vendors, on behalf of a member killed in the line of duty.

### **Section 9.20 - Voting Time**

Section 9.20.1 While the City and the Union jointly recognize the importance of voting and encourage all members to use advanced voting methods; both parties recognize that voting is the right of each employee and is guaranteed by state law. The city agrees to allow on duty members up to 2 hours' time for the

purpose of voting in local, state, and national elections in accordance with K.S.A. 25-418. The duty shift commander shall schedule members requesting use of this time.

Section 9.20.2 Employees must request leave for voting time a minimum of 24 hours prior to the start of that shift. Requests for voting time received after that time will be at the Department's discretion.

### **Section 9.21 - Station Maintenance**

Section 9.21.1 Realizing that the Professional Firefighters' duties are primarily prevention of fires, training, and responding to emergency calls, both parties recognize and agree that the Firefighter may be required during the normal work day to perform routine general maintenance and routine general refurbish duties pertaining to the firehouse facility and yard. It is the intent of management to be reasonable in its requirements pertaining to these incidental duties.

Section 9.21.2 The Labor-Management process will be utilized to discuss specific station maintenance assignments as they may arise.

### **Section 9.22 - Apparatus Maintenance**

Section 9.22.1 The Employer and the Union agree that the health and safety of employees is a priority, and that every effort shall be made to provide safe, proper and efficient working equipment.

Section 9.22.1 Apparatus found not to meet safety standards shall be taken out of service until such repairs have been made. No equipment or apparatus shall be placed into service without having received the approval of the Fire Chief, or his/her designee.

### **Section 9.23 - Indemnification Language**

Section 9.23.1 The parties acknowledge the existence of K.S.A. 75-6108 and K.S.A 75-6109, statutes addressing the City's responsibilities to indemnify an employee acting within the scope of employment and to provide for the appropriate defense of an employee in any civil action or proceeding on account of an act or omission arising out of the scope of such employee's employment with the City.

### **Section 9.24 – Voluntary Demotion**

Section 9.24.1 The City and Union agree that developing an established policy and/or procedure for voluntary demotions would be a benefit to both parties. This procedure will be developed through the Labor-Management process and established as a department SOP before the end of 2016. This deadline may be

extended by mutual agreement of Department management and the Union Executive Board.

## **ARTICLE 10 - HEALTH AND SAFETY**

### **Section 10.1 - Health and 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 Health and Safety Program Team as defined in departmental procedures. The Union shall appoint six (6) members to the team.

Section 10.1.3 The Health and Safety Program Team will meet at least bi-monthly at established dates. Said meetings shall be open to department members except during discussion of matters pertaining to accidents or personnel injuries.

Section 10.1.4 All recommendations shall be forwarded to the Chief and the Union President.

Section 10.1.5 The minutes and recommendations of the Health and Safety Program Team meetings shall be made available to personnel within fourteen (14) calendar days and posted on the department intranet.

Section 10.1.6 The City and the Union agree that the IAFF and IAFC Fire Service Peer Fitness Training Certification Program would be beneficial to implement and help to improve the health and fitness of members of the Department. As funding and training priorities permit, the City will work toward the goal of implementing the program, through both parties agree that there is not specific commitment regarding a time frame.

### **Section 10.2 - Duty Injuries and Injury Leave**

Section 10.2.1 All on duty injuries shall be covered by workers compensation and provisions outlined in this section.

Section 10.2.2 Reporting of injury – The injured employee shall complete the appropriate documentation as outlined in the City's Employee Handbook. The Chief may assign the Health and 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 82<sup>nd</sup> 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 82<sup>nd</sup> 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 82<sup>nd</sup> calendar day. Employee wellness time accumulation will not be affected by the use of sick time during treatment/recovery from an on-duty injury/illness. However, the employee will be required to notify Fire/Medical Administration in writing to reset the wellness leave counter within 30 days of returning to work.

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 Assignment**

Section 10.3.1 If an employee is allowed to return to duty following a duty related injury or illness at a status less than that required for their classification, they shall report to the Chief for light duty assignment. Light duty assignment may include a 40 hour work week with associated benefits including time off and holidays.

Section 10.3.2 If an employee is allowed to return to duty following an off duty related injury or illness at a status less than that required for their classification, they may request a light duty assignment from the Chief.

### **Section 10.4 – Vaccinations and Contagious Diseases**

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 10.4.2 The City agrees to pay health insurance deductibles and coinsurance expenses for inoculation, immunization, and/or treatment of employee's immediate family members when it becomes necessary as a result of employee exposure to contagious diseases when the exposure to contagious diseases occurred on duty. A physician selected by the City will recommend

treatment. Employees must document how the exposure occurred per department policy. For immediate family members without health insurance, treatment will be limited to inoculation and immunization.

## **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 thallium treadmill shall be paid by the City.

Section 10.5.4 Fit for Duty – Annual Physical - The responsibility for determining day-to-day fitness for duty shall rest with the city physician. In the event that a member has been evaluated by the city physician and a permanent job related or permanent non-job related disability is determined, the employee has the right to request a medical board review. The medical board will be made up of the city physician; the employee's physician treating the employee for the causing factor(s) and a third physician mutually agreed upon by the city and the employee.

All fitness for duty criteria shall be based on NFPA 1582. The majority of physicians shall make the fitness for duty or non-fitness for duty determination.

Section 10.5.5 Fitness-For-Duty-Specific Injury or Illness Pursuant to the Family and Medical Leave Act FMLA regulations allow employers to enforce uniformly-

applied policies or practices that require all similarly-situated employees who take leave for the employee's own serious health condition (both FMLA and non-FMLA qualifying absences) to provide a fitness-for-duty certification from the employee's health care provider that the employee is able to resume work.

The employee has the same obligations to participate and cooperate in the fitness-for-duty certification process as the initial certification process.

The City may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for the FMLA leave.

The City may require the certification to specifically address the employee's ability to perform the essential functions of the employee's job. To require this certification, the City must provide the employee with a list of the essential functions of the employee's job no later than with the designation notice and must indicate in the designation notice that the fitness-for-duty certification must address the employee's ability to perform those essential functions.

The City may contact the employee's health care provider for the purpose of clarifying and authenticating the fitness-for duty certification, but must follow the procedures for clarifying or authenticating the initial medical certification. The employee's health care provider has the sole discretion for determining a fitness-for-duty certification for the FMLA illness or injury.

The City may delay restoration to employment until the employee submits a required fitness-for-duty certification so long as the City provided the notice required.

While the City is not entitled to a fitness-for-duty certification for an employee to return to duty for each absence taken on an intermittent or reduced leave schedule, where reasonable job safety concerns exist, the department may require a fitness-for-duty certification for such absences up to once every 30 days before an employee may return to work when the employee takes intermittent leave. "Reasonable safety concern" means a reasonable belief of significant risk of harm to the individual employee or others (consider the nature and severity of the potential harm and the likelihood that potential harm will occur).

Section 10.5.6 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 10.5.7 The City and the Union agree to meet prior to January 1, 2016 and every year thereafter to provide a list of items that will be included for an employee's annual medical evaluation. This shall be a written document

reviewed by the City's Medical Director performing the physicals and agreed upon in Labor Management.

### **Section 10.6 - Station Fitness Equipment**

Section 10.6.1 The City will provide adequate fitness equipment for the stations. The equipment shall be maintained in good working order with routine maintenance and repairs as necessary. The Health and Safety Program Team will conduct research and make recommendations regarding the purchase of fitness equipment.

### **Section 10.7 - SCBA Maintenance**

Section 10.7.1 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.

## **ARTICLE 11 - TRAINING PROGRAM TEAM**

### **Section 11.1 - Training Program Team**

Section 11.1.1 The City and the Union agree to work together to provide a high standard of training for its members.

Section 11.1.2 The Union shall appoint six (6) members to the Training Program Team.

Section 11.1.3 The purpose of the Training Program Team shall be to investigate, determine, and develop training goals and objectives for the department.

Section 11.1.4 All recommendations shall be forwarded to the Chief and the Union President.

Section 11.1.5 The minutes and recommendations of the Training Program Team meetings shall be made available to personnel within fourteen (14) calendar days and posted on the department intranet.

## **ARTICLE 12 - SAVINGS CLAUSE**

### **Section 12.1 - General**

Section 12.1.1 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 12.1.2 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 13 - LIVING DOCUMENT**

#### **Section 13.1 - General**

Section 13.1.1 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 13.1.2 If mutual understanding is not reached, the Union and the City agree that the grievance procedure is available.

Section 13.1.3 The living document shall in no way diminish the cause pertaining to the prevailing rights or rules and regulations.

### **ARTICLE 14 - RIGHTS OF EMPLOYER AND EMPLOYEE**

#### **Section 14.1 - General**

Section 14.1.1 In accordance with applicable federal and state laws, as well as City of Lawrence Resolution 6817 (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 6817. 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 15 - PRINTING AND SUPPLY AGREEMENT**

**Section 15.1 - General**

Section 15.1.1 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 intranet.

**ARTICLE 16 - ADOPTION**

**Section 16.1 - General**

Section 16.1.1 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.

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MAYOR, CITY OF LAWRENCE

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

SIGNATURES WITNESSED BY:

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CITY CLERK

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DATE

**ARTICLE 17 - ATTACHMENTS AND REFERENCES**

**Section 17.1 - Attachments**

- A. Fire Medical Pay Plan
- B. Section 8.2.3 Waiver

**Section 17.2 - References**

- A. City of Lawrence Resolution 6817
- B. City Employee Handbook
- C. Lawrence-Douglas County Fire 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)
- H. Grievance Form

Memorandum of Understanding  
City of Lawrence, Kansas and IAFF Local 1596  
2016 – 2019

**ATTACHMENT A: FIRE MEDICALPAY PLAN**

		City of Lawrence, Kansas Fire Pay Plan (Effective December 27, 2015)																									
		Represented Positions (Hourly Rates)																									
Grade	Hrs Wkd Per Yr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24		
F01	2912	13,7639	14,1080	14,4607	14,8223	15,1929	15,5728	15,9622	16,3613	16,7704	17,1897	17,6196	18,0600	18,5115	18,9743	19,4487	19,9350	20,4243	20,9166	21,4127	21,9127	22,4164	22,9238	23,4349	23,9497	24,4683	
F02	2912	14,7962	15,1662	15,5464	15,9341	16,3325	16,7409	17,1595	17,5885	18,0278	18,4771	18,9371	19,4077	19,8889	20,3717	20,8663	21,3628	21,8703	22,3798	22,8914	23,4051	23,9219	24,4418	24,9649	25,4912	26,0207	26,5534
F03	2912	16,0350	16,4359	16,8468	17,2680	17,6997	18,1422	18,5958	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	29,4076
F04	2912	15,9340	16,3324	16,7408	17,1594	17,5885	18,0278	18,4771	18,9371	19,4077	19,8889	20,3717	20,8663	21,3628	21,8703	22,3798	22,8914	23,4051	23,9219	24,4418	24,9649	25,4912	26,0207	26,5534	27,0877	27,6281	28,1730
F05	2912	17,2880	17,6997	18,1422	18,5958	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	29,4076	30,1013	30,8074	31,5260
F06	2912	18,5959	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	29,4076	30,1013	30,8074	31,5260	32,2583	33,0054	33,7683
F07	2912	17,5027	17,9403	18,3889	18,8487	19,3200	19,8030	20,2981	20,8056	21,3274	21,8625	22,4108	22,9716	23,5450	24,1310	24,7297	25,3412	25,9656	26,6029	27,2532	27,9165	28,5928	29,2821	29,9844	30,7007	31,4310	32,1754
F08	2912	18,9678	19,4420	19,9281	20,4254	20,9357	21,4580	21,9943	22,5346	23,0889	23,6522	24,2245	24,8048	25,3941	25,9924	26,6007	27,2190	27,8473	28,4856	29,1339	29,7922	30,4605	31,1388	31,8271	32,5254	33,2337	33,9520
F09	2080	25,1165	25,7445	26,3882	27,0477	27,7232	28,4157	29,1252	29,8517	30,5952	31,3567	32,1362	32,9337	33,7492	34,5827	35,4342	36,3037	37,1912	38,0957	39,0272	39,9767	40,9442	41,9287	42,9302	43,9487	44,9842	46,0367
F10	2080	27,2188	27,8994	28,5970	29,3120	30,0449	30,7961	31,5658	32,3543	33,1618	33,9883	34,8338	35,7083	36,6118	37,5443	38,4958	39,4663	40,4558	41,4643	42,4918	43,5373	44,6008	45,6813	46,7788	47,8943	49,0268	50,1763
F17	2080	55,255	56,616	58,031	59,482	60,969	62,494	64,056	65,656	67,294	68,971	70,687	72,443	74,239	76,076	77,954	79,872	81,830	83,828	85,856	87,914	89,992	92,090	94,218	96,376	98,564	100,782
		City of Lawrence, Kansas Fire Pay Plan (Effective December 27, 2015)																									
		Represented Positions (Annual Rates)																									
Grade	Hrs Wkd Per Yr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24		
F01	2912	40,081	41,083	42,110	43,163	44,242	45,346	46,476	47,633	48,816	50,025	51,260	52,522	53,801	55,100	56,429	57,788	59,168	60,569	62,002	63,457	64,934	66,433	67,954	69,497	71,062	
F02	2912	43,087	44,164	45,269	46,401	47,561	48,750	49,969	51,218	52,498	53,812	55,152	56,528	57,941	59,382	60,851	62,349	63,877	65,436	67,026	68,648	70,302	71,988	73,707	75,458	77,241	
F03	2912	46,934	47,862	48,926	50,025	51,161	52,333	53,542	54,789	56,074	57,398	58,761	60,164	61,607	63,090	64,603	66,146	67,729	69,352	71,016	72,720	74,465	76,251	78,078	79,947	81,858	
F04	2912	43,163	44,242	45,346	46,476	47,633	48,816	50,025	51,260	52,522	53,801	55,100	56,429	57,788	59,168	60,569	62,002	63,457	64,934	66,433	67,954	69,497	71,062	72,643	74,256	75,901	
F05	2912	46,400	47,560	48,750	49,969	51,218	52,498	53,812	55,152	56,528	57,941	59,382	60,851	62,349	63,877	65,436	67,026	68,648	70,302	72,016	73,767	75,563	77,400	79,278	81,197	83,157	
F06	2912	50,285	51,542	52,831	54,155	55,505	56,883	58,316	59,774	61,268	62,800	64,373	65,979	67,620	69,300	71,019	72,768	74,548	76,360	78,204	80,080	81,988	83,928	85,900	87,894	89,910	
F07	2912	54,152	55,506	56,893	58,316	59,774	61,268	62,800	64,373	65,979	67,620	69,300	71,019	72,768	74,548	76,360	78,204	80,080	81,988	83,928	85,900	87,894	89,910	91,949	94,012	96,099	
F08	2912	50,988	52,243	53,549	54,888	56,260	57,677	59,109	60,568	62,061	63,589	65,152	66,750	68,374	70,024	71,700	73,403	75,132	76,887	78,668	80,475	82,308	84,167	86,052	87,963	89,899	
F09	2912	55,255	56,616	58,031	59,482	60,969	62,494	64,056	65,656	67,294	68,971	70,687	72,443	74,239	76,076	77,954	79,872	81,830	83,828	85,856	87,914	89,992	92,090	94,218	96,376	98,564	
F10	2080	52,243	53,549	54,888	56,260	57,677	59,109	60,568	62,061	63,589	65,152	66,750	68,374	70,024	71,700	73,403	75,132	76,887	78,668	80,475	82,308	84,167	86,052	87,963	89,899	91,859	
F17	2080	55,255	56,616	58,031	59,482	60,969	62,494	64,056	65,656	67,294	68,971	70,687	72,443	74,239	76,076	77,954	79,872	81,830	83,828	85,856	87,914	89,992	92,090	94,218	96,376	98,564	
		City of Lawrence, Kansas Fire Pay Plan (Effective December 25, 2016)																									
		Represented Positions (Hourly Rates)																									
Grade	Hrs Wkd Per Yr	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24		
F01	2912	13,7639	14,1080	14,4607	14,8223	15,1929	15,5728	15,9622	16,3613	16,7704	17,1897	17,6196	18,0600	18,5115	18,9743	19,4487	19,9350	20,4243	20,9166	21,4127	21,9127	22,4164	22,9238	23,4349	23,9497	24,4683	
F02	2912	14,7962	15,1662	15,5464	15,9341	16,3325	16,7409	17,1595	17,5885	18,0278	18,4771	18,9371	19,4077	19,8889	20,3717	20,8663	21,3628	21,8703	22,3798	22,8914	23,4051	23,9219	24,4418	24,9649	25,4912	26,0207	
F03	2912	16,0350	16,4359	16,8468	17,2680	17,6997	18,1422	18,5958	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	
F04	2912	15,9340	16,3324	16,7408	17,1594	17,5885	18,0278	18,4771	18,9371	19,4077	19,8889	20,3717	20,8663	21,3628	21,8703	22,3798	22,8914	23,4051	23,9219	24,4418	24,9649	25,4912	26,0207	26,5534	27,0877	27,6281	
F05	2912	17,2880	17,6997	18,1422	18,5958	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	29,4076	30,1013	30,8074	
F06	2912	18,5959	19,0607	19,5371	20,0252	20,5253	21,0384	21,5546	22,0839	22,6264	23,1822	23,7514	24,3341	24,9204	25,5204	26,1341	26,7614	27,4023	28,0569	28,7253	29,4076	30,1013	30,8074	31,5260	32,2583	33,0054	
F07	2912	17,5027	17,9403	18,3889	18,8487	19,3200	19,8030	20,2981	20,8056	21,3274	21,8625	22,4108	22,9716	23,5450	24,1310	24,7297	25,3412	25,9656	26,6029	27,2532	27,9165	28,5928	29,2821	29,9844	30,7007	31,4310	
F08	2912	18,9678	19,4420	19,9281	20,4254	20,9357	21,4580	21,9943	22,5346	23,0889	23,6522	24,2245	24,8048	25,3941	25,9924	26,6007	27,2190	27,8473	28,4856	29,1339	29,7922	30,4605	31,1388	31,8271	32,5254	33,2337	
F09	2080	25,1165	25,7445	26,3882	27,0477	27,7232	28,4157	29,1252	29,8517	30,5952	31,3567	32,1362	32,9337	33,7492	34,5827	35,4342	36,3037	37,1912	38,0957	39,0272	39,9767	40,9442	41,9287	42,9302	43,9487	44,9842	
F10	2080	27,2188	27,8994	28,5970	29,3120	30,0449	30,7961	31,5658	32,3543	33,1618	33,9883	34,8338	35,7083	36,6118	37,5443	38,4958	39,4663	40,4558	41,4643	42,4918	43,5373	44,6008	45,6813	46,7788	47,8943	49,0268	
F17	2080	55,255	56,616	58,031	59,482	60,969	62,494	64,056	65,656	67,294																	

Memorandum of Understanding  
City of Lawrence, Kansas and IAFF Local 1596  
2016 – 2019

**ATTACHMENT A: FIRE MEDICALPAY PLAN**

City of Lawrence, Kansas Fire Pay Plan (Effective December 24, 2017)		2018																								
Represented Positions (Job Family Rates)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	
F01	Firefighter Basic	14,180	14,467	14,823	15,193	15,578	15,962	16,363	16,704	17,087	17,519	18,000	18,515	19,073	19,687	20,334	21,014	21,728	22,478	23,265	24,089	24,951	25,842	26,764	27,718	28,705
F02	Firefighter AEMT	15,161	15,453	15,840	16,324	16,748	17,194	17,684	18,202	18,750	19,330	19,944	20,595	21,294	22,042	22,830	23,658	24,527	25,438	26,392	27,390	28,434	29,524	30,661	31,846	33,080
F03	Firefighter Paramedic	16,459	16,848	17,260	17,697	18,164	18,663	19,196	19,765	20,372	21,018	21,705	22,434	23,207	24,026	24,893	25,808	26,772	27,786	28,851	29,967	31,135	32,356	33,631	34,961	36,347
F04	Fire Engineer Basic	15,129	15,528	15,962	16,363	16,770	17,187	17,615	18,073	18,572	19,113	19,697	20,326	21,002	21,726	22,499	23,322	24,196	25,122	26,100	27,130	28,213	29,350	30,543	31,793	33,101
F05	Fire Engineer AEMT	16,324	16,748	17,194	17,684	18,202	18,750	19,330	19,944	20,595	21,294	22,042	22,830	23,658	24,527	25,438	26,392	27,390	28,434	29,524	30,661	31,846	33,080	34,373	35,725	37,138
F06	Fire Engineer Paramedic	17,697	18,164	18,663	19,196	19,765	20,372	21,018	21,705	22,434	23,207	24,026	24,893	25,808	26,772	27,786	28,851	29,967	31,135	32,356	33,631	34,961	36,347	37,790	39,291	40,850
F07	Fire Lieutenant	19,068	19,537	20,029	20,526	21,038	21,565	22,117	22,694	23,297	23,936	24,611	25,324	26,076	26,867	27,700	28,575	29,493	30,456	31,465	32,520	33,622	34,772	35,971	37,220	38,520
F08	Fire Lieutenant AEMT	17,902	18,388	18,946	19,519	20,109	20,718	21,357	22,026	22,726	23,458	24,223	25,023	25,859	26,733	27,646	28,599	29,593	30,628	31,705	32,826	33,992	35,204	36,463	37,771	39,130
F09	Fire Lieutenant Paramedic	19,420	19,921	20,484	21,061	21,663	22,292	22,948	23,633	24,358	25,124	25,932	26,783	27,678	28,618	29,604	30,637	31,718	32,848	34,027	35,256	36,535	37,865	39,247	40,682	42,173
F10	Fire Lieutenant Paramedic	21,163	21,749	22,361	23,000	23,668	24,367	25,107	25,888	26,711	27,577	28,487	29,442	30,444	31,494	32,592	33,740	34,939	36,190	37,494	38,852	40,265	41,736	43,266	44,857	46,509
F11	Fire Lieutenant Paramedic	22,880	23,549	24,251	24,988	25,762	26,575	27,428	28,322	29,258	30,237	31,261	32,331	33,448	34,613	35,827	37,091	38,406	39,773	41,193	42,667	44,197	45,783	47,426	49,128	50,889

City of Lawrence, Kansas Fire Pay Plan (Effective December 24, 2017)		2019																							
Represented Positions (Annual Rates)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
F01	Firefighter Basic	41,083	42,110	43,163	44,242	45,348	46,482	47,645	48,836	50,057	51,308	52,591	53,906	55,254	56,637	58,058	59,517	61,015	62,553	64,132	65,752	67,413	69,116	70,862	72,652
F02	Firefighter AEMT	44,164	45,268	46,400	47,560	48,750	49,969	51,218	52,499	53,812	55,159	56,542	57,963	59,463	61,043	62,704	64,447	66,274	68,186	70,185	72,272	74,446	76,708	79,060	81,503
F03	Firefighter Paramedic	47,862	49,058	50,285	51,542	52,831	54,151	55,505	56,893	58,316	59,774	61,268	62,800	64,373	66,000	67,673	69,394	71,164	73,000	74,912	76,901	78,968	81,114	83,341	85,650
F04	Fire Engineer Basic	44,242	45,348	46,482	47,645	48,836	50,057	51,308	52,591	53,906	55,254	56,637	58,058	59,517	61,015	62,553	64,132	65,752	67,413	69,116	70,862	72,652	74,487	76,368	78,296
F05	Fire Engineer AEMT	47,560	48,750	49,969	51,218	52,499	53,812	55,159	56,542	57,963	59,463	61,043	62,704	64,447	66,274	68,186	70,185	72,272	74,446	76,708	79,060	81,503	84,038	86,666	89,388
F06	Fire Engineer Paramedic	51,242	52,831	54,488	56,213	58,006	59,868	61,800	63,803	65,877	68,023	70,242	72,544	74,930	77,403	80,000	82,730	85,593	88,500	91,551	94,747	98,089	101,578	105,215	108,999
F07	Fire Lieutenant	52,242	53,549	54,888	56,260	57,667	59,108	60,583	62,103	63,668	65,278	66,933	68,634	70,377	72,164	74,000	75,877	77,797	79,760	81,767	83,819	85,919	88,068	90,267	92,516
F08	Fire Lieutenant AEMT	52,242	53,549	54,888	56,260	57,667	59,108	60,583	62,103	63,668	65,278	66,933	68,634	70,377	72,164	74,000	75,877	77,797	79,760	81,767	83,819	85,919	88,068	90,267	92,516
F09	Fire Lieutenant Paramedic	55,616	56,923	58,262	59,634	61,041	62,484	64,000	65,568	67,179	68,834	70,534	72,274	74,055	75,877	77,740	79,645	81,593	83,585	85,621	87,702	89,828	91,999	94,216	96,480
F10	Fire Lieutenant Paramedic	55,616	56,923	58,262	59,634	61,041	62,484	64,000	65,568	67,179	68,834	70,534	72,274	74,055	75,877	77,740	79,645	81,593	83,585	85,621	87,702	89,828	91,999	94,216	96,480
F11	Fire Lieutenant Paramedic	58,031	59,482	60,969	62,494	64,056	65,658	67,299	68,982	70,707	72,475	74,287	76,144	78,048	79,999	82,000	84,050	86,150	88,300	90,499	92,747	95,045	97,394	99,794	102,245

City of Lawrence, Kansas Fire Pay Plan (Effective December 23, 2018)		2019																							
Represented Positions (Job Family Rates)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
F01	Firefighter Basic	14,467	14,823	15,193	15,578	15,962	16,363	16,770	17,187	17,615	18,073	18,572	19,113	19,697	20,326	21,002	21,726	22,499	23,322	24,196	25,122	26,100	27,130	28,213	29,350
F02	Firefighter AEMT	15,463	15,840	16,324	16,748	17,194	17,684	18,202	18,750	19,330	19,944	20,595	21,294	22,042	22,830	23,658	24,527	25,438	26,392	27,390	28,434	29,524	30,661	31,846	33,080
F03	Firefighter Paramedic	16,848	17,260	17,697	18,164	18,663	19,196	19,765	20,372	21,018	21,705	22,434	23,207	24,026	24,893	25,808	26,772	27,786	28,851	29,967	31,135	32,356	33,631	34,961	36,347
F04	Fire Engineer Basic	15,528	15,962	16,363	16,770	17,187	17,615	18,073	18,572	19,113	19,697	20,326	21,002	21,726	22,499	23,322	24,196	25,122	26,100	27,130	28,213	29,350	30,543	31,793	33,101
F05	Fire Engineer AEMT	16,748	17,194	17,684	18,202	18,750	19,330	19,944	20,595	21,294	22,042	22,830	23,658	24,527	25,438	26,392	27,390	28,434	29,524	30,661	31,846	33,080	34,373	35,725	37,138
F06	Fire Engineer Paramedic	18,164	18,663	19,196	19,765	20,372	21,018	21,705	22,434	23,207	24,026	24,893	25,808	26,772	27,786	28,851	29,967	31,135	32,356	33,631	34,961	36,347	37,790	39,291	40,850
F07	Fire Lieutenant	20,029	20,526	21,038	21,565	22,117	22,694	23,297	23,936	24,611	25,324	26,076	26,867	27,700	28,575	29,493	30,456	31,465	32,520	33,622	34,772	35,971	37,220	38,520	39,871
F08	Fire Lieutenant AEMT	18,946	19,519	20,109	20,718	21,357	22,026	22,726	23,458	24,223	25,023	25,859	26,733	27,646	28,599	29,593	30,628	31,705	32,826	33,992	35,204	36,463	37,771	39,130	40,543
F09	Fire Lieutenant Paramedic	20,484	21,061	21,663	22,292	22,948	23,633	24,358	25,124	25,932	26,783	27,678	28,618	29,604	30,637	31,718	32,848	34,027	35,256	36,535	37,865	39,247	40,682	42,173	43,716
F10	Fire Lieutenant Paramedic	22,361	23,000	23,668	24,367	25,107	25,888	26,711	27,577	28,487	29,442	30,444	31,494	32,592	33,740	34,939	36,190	37,494	38,852	40,265	41,736	43,266	44,857	46,509	48,222

City of Lawrence, Kansas Fire Pay Plan (Effective December 23, 2018)		2020																							
Represented Positions (Annual Rates)		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
F01	Firefighter Basic	42,110	43,163	44,242	45,348	46,482	47,645	48,836	50,057	51,308	52,591	53,906	55,254	56,637	58,058	59,517	61,015	62,553	64,132	65,752	67,413	69,116	70,862	72,652	
F02	Firefighter AEMT	45,268	46,400	47,560	48,750	49,969	51,218	52,499	53,812	55,159	56,542	57,963	59,463	61,043	62,704	64,447	66,274	68,186	70,185	72,272	74,446	76,708	79,060	81,503	
F03	Firefighter Paramedic	49,058	50,285	51,542	52,831	54,151	55,505	56,893	58,316	59,774	61,268	62,800	64,373	66,000	67,673	69,394	71,164	73,000	74,912	76,901	78,968	81,114	83,341	85,650	
F04	Fire Engineer Basic	45,348	46,482	47,645	48,836	50,057	51,308	52,591	53,906	55,254	56,637	58,058	59,517	61,015	62,553	64,132	65,752	67,413	69,116	70,862	72,652	74,487	76,368	78,296	
F05	Fire Engineer AEMT	48,750	49,969	51,218	52,499	53,812	55,159	56,542	57,963	59,463	61,043	62,704	64,447	66,274	68,186	70,185	72,272	74,446	76,708	79,060	81,503	84,038	86,666	89,388	
F06	Fire Engineer Paramedic	52,831	54,488	56,213	58,006	59,868	61,800	63,803	65,877	68,023	70,242	72,544	74,930	77,403	80,000	82,730	85,593								

**ATTACHMENT B: SECTION 8.2.3 WAIVER**

The City and Union agree that due to differing adjustment needs between the various City pay plans, Section 8.2.3 of the Memorandum of Understanding shall be suspended for the duration of this agreement (January 1, 2016 – December 31<sup>st</sup>, 2019). This does not preclude either party from exercising Section 8.2.2 of the Memorandum of Understanding for the purposes of negotiating a different general wage adjustment in 2018 and/or 2019.

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MAYOR, CITY OF LAWRENCE

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

SIGNATURES WITNESSED BY:

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CITY CLERK

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DATE